SECTION 1 NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA) State of Arizona

Department of Economic Security (DES) or (Department) Division of Developmental Disabilities (DDD) or (Division)

RFQVA Number: DDD 704011

[] Time Limited [x] Open and Continuous

Application Due Date:

Pursuant to Arizona Revised Statutes (A.R.S.) § 36-557 and rules adopted thereunder (R6-6-2101 et seq.), which are incorporated herein by reference, Applications for the services listed below will be accepted by the Division at the time and manner specified below. Through this Request for Qualified Vendor Applications (RFQVA) the Arizona Department of Economic Security (DES or Department), Division of Developmental Disabilities (DDD or Division) will execute Qualified Vendor Agreements with providers for the provision of services.

Applications must be submitted electronically using the Qualified Vendor Application and Directory System as well as submitting a printable hard copy with signatures and necessary additional documentation. See Section 3 and Section 9.

Applications will be accepted from current contracted providers beginning April 7, 2003. To assure service continuation effective July 1, 2003 Applications should be submitted by May 1, 2003 at 5 p.m. Arizona time. Applicants new to DDD may submit Applications beginning May 5, 2003. All Applicants shall not expect to be awarded an agreement sooner than 60 days after the submittal of a complete Application. [NOTE: Applications from independent providers as defined in Section 6 will not be processed or result in an agreement until the statewide published rates for independent providers have been adopted in the fall of 2003.]

Submittal Location:

ELECTRONICALLY GENERATED HARD COPY WITH ORIGINAL SIGNATURE AND NECESSARY DOCUMENTATION

<u>In Person or By Courier to:</u>

DDD Contract Unit, 4th Floor Southwest Business Operations – Site Code 791A Division of Developmental Disabilities Arizona Department of Economic Security 1789 West Jefferson Street Phoenix, Arizona 85007 (602) 542-6874

By Mail to:

DDD Contract Unit
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

Services:

Home-Based Services: Attendant Care; Habilitation, Community Protection and Treatment Hourly; Habilitation, Support; Housekeeping; and Respite. Day Treatment and Training
Services: Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); and Day Treatment and Training, Children (Summer). Developmental Home
Services: Habilitation, Vendor Supported Developmental Home (Child and Adult); and Room and Board, Vendor Supported Developmental Home (Child and Adult). Independent Living Services: Habilitation, Individually Designed Living Arrangement. Group Home
Services: Habilitation, Community Protection and Treatment Group Home; Habilitation, Group Home; Habilitation, Nursing Supported Group Home; and Room and Board, All Group Homes. Professional Services: Home Health Aide; Nursing; Occupational Therapy; Occupational Therapy Early Intervention; Speech Therapy; and Speech Therapy Early Intervention. Other Services: Transportation.

First Pre-Application Conference:

Date: March 19, 2003, Arizona Time: 10 a.m. to 2 p.m.

Location: Sheraton Crescent Hotel

2620 West Dunlap Avenue

Phoenix, Arizona (602) 943-8200

Second Pre-Application Conference:

The second pre-Application conference will be held after the electronic application is released. The purpose of the conference will be to answer specific questions about the electronic application, referred to as the Qualified Vendor Application and Directory System.

Date: March 28, 2003, Arizona Time: Session 1 - 9 a.m. to Noon; Session 2 - 1 p.m. to 4 p.m.

These two sessions will provide the same information. Applicants whose Federal Employer Identification Number (FEIN) or Social Security Number (SSN) ends with an odd number shall attend the morning (9 a.m. to noon) session, and Applicants whose FEIN or SSN ends with an even number shall attend the afternoon (1 p.m. to 4 p.m.) session.

Location: Auditorium in the basement of the Arizona Land Department

1616 West Adams Street

Phoenix, Arizona (602) 542-4631

Persons with a disability may request a reasonable accommodation by contacting the RFOVA contact person. (For TDD/TTY call through the Arizona Relay Service at 800 367-8939). Requests should be made as early as possible to allow time to arrange the accommodation.

Agreement Type: Qualified Vendor Agreement with Published Rate

Agreement Term: 12 months beginning no sooner than 7/1/03, with five one-year options for the Division to extend or renew the agreement, with all agreements ending 6/30/09. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.

RFQVA Contact Person (Phone/email)

Marie Secor (602) 542-6896 /MSecor@mail.de.state.az.us)

DDD Procurement Specialist

Antonia K. Valladares 3 - 03 - 03

DDD Drogurament Specialist Date

AN EQUAL EMPLOYMENT OPPORTUNITY AGENCY

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SECTION 3 INSTRUCTIONS TO APPLICANTS

3.1 Inquiries

3.1.1 <u>Duty to Examine</u>

It is the responsibility of each Applicant to examine the entire Request for Qualified Vendor Applications (RFQVA), seek clarification in writing, and check its Application for accuracy before submitting the Application.

3.1.2 RFQVA Contact Person

Any inquiry related to the RFQVA, including any requests for or inquiries regarding standards referenced in the RFQVA, shall be directed solely to the RFQVA Contact Person.

3.1.3 Submission of Inquiries

The RFQVA Contact Person may require that an inquiry be submitted in writing. Any inquiry related to the RFQVA shall refer to the appropriate RFQVA number, page and paragraph.

3.1.4 No Right to Rely on Verbal Responses

Any inquiry that results in changes to the RFQVA shall be answered solely through a written RFQVA Amendment. An Applicant may not rely on verbal responses to its inquiries.

3.1.5 RFQVA Amendments

The RFQVA shall only be modified by a RFQVA Amendment.

3.2 Application Preparation

3.2.1 General

The Applicant shall submit one original, signed electronically generated printable hard copy of its Application plus necessary submittals and one copy of the hard copy of its Application:

In person or by courier:

DDD Contract Unit, 4th Floor Southwest Business Operations – Site Code 791A Division of Developmental Disabilities Arizona Department of Economic Security 1789 West Jefferson Street Phoenix, Arizona 85007 (602) 542-6874

By mail to:

DDD Contract Unit
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

The hard copy shall consist of the following in the following order:

- 1. A completed and signed "Application and Qualified Vendor Agreement Award" form (see Section 9, Attachment A).
- 2. A signed print-out of the information entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B).
- 3. All applicable submittals required in the "Qualified Vendor Application Assurances and Submittals form." (This form is part of the Qualified Vendor Application and Directory System; see Section 9, Attachment B).

In addition to the hard copies of the Application, the Applicant shall provide the required information in the Qualified Vendor Application and Directory System and submit that information via the Division's website. An Application will not be considered filed until both the hard copy and the electronic version are received by the Division. In addition, the electronic version must be complete and include readable information for each of the required elements in the Qualified Vendor Application and Directory System that conforms with the hard copy.

The Applicant shall label each hard copy of the Application with the RFQVA number (DDD 704011), the application identification number assigned by the Qualified Vendor Application and Directory System, the Applicant's name, and the Applicant's Federal Employer Identification (FEI) or Social Security number. The hard copies of the Application shall be submitted in a sealed envelope or package labeled DDD 704011.

3.2.2 Website

The RFQVA and any amendments are available on the Internet at the Division's website at: www.de.state.az.us/ddd. The website also contains links to other websites to access materials referenced in the RFQVA.

3.2.3 **RFQVA Amendments**

The signature page for any RFQVA Amendment shall be signed with an original signature by the person signing the Application, and shall be submitted with the original hard copy of the Application.

3.2.4 Public Record

Prior to the effective date of the Qualified Vendor Agreement, the Division shall not disclose any information identified by the Applicant as confidential business information or proprietary information without first notifying the Applicant in writing and allowing the Applicant opportunity to respond or protest the planned disclosure.

3.2.5 Agreement

An Application does not constitute a Qualified Vendor Agreement nor does it confer any rights to the Applicant regarding the award of a Qualified Vendor Agreement. A Qualified Vendor Agreement is not created until the Application is accepted in writing by the Procurement Officer's signature on the Application and Qualified Vendor Agreement Award (see Section 9, Attachment A).

The Qualified Vendor Agreement shall consist of the various documents specified in Section 6.1.2. However, the Applicant is only required to submit the Application and Qualified Vendor Agreement and Award form (see Section 9, Attachment A), the required information in the Qualified Vendor Application and Directory System via the Division's website, a print-out of the required information entered by the Applicant into the Qualified Vendor Application and Directory System (see Section 9, Attachment B), and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form (see Section 9, Attachment B).

Qualified Vendors should maintain a file titled "Agreement" which includes a copy of all of the items listed in Section 6.1.2. This entire file will reflect the total agreement between the Qualified Vendor and the Division of Developmental Disabilities.

3.2.6 Application Updates and Amendments

A Qualified Vendor shall update the <u>required</u> information in the Qualified Vendor Application and Directory System, including providing hard copies of any applicable submissions, when there is a change or at the request of the Division. Such changes will be subject to approval by

the Division. A Qualified Vendor may update its <u>optional</u> information at any time. The Qualified Vendor may also submit an amended Application to request that additional services or sites be added to the Qualified Vendor Agreement. The Division will begin accepting amended Applications after May 5, 2003. This will be announced by the Division on its website. Only Qualified Vendors will be able to amend their Application. The Division shall respond to a request for an amendment to Qualified Vendor Agreements based on the criteria defined in A.A.C. R6-6-2103 and A.A.C. R6-6-2104.

3.3 RFQVA Schedule

The following schedule shall be followed in the RFQVA process. The Division reserves the right to amend this schedule:

Action	Date
Release RFQVA	March 3, 2003
Pre-Application Conference	March 19, 2003
Release of Qualified Vendor Application and Directory System	March 24, 2003
Pre-Application Conference on Qualified Vendor Application and Directory System	March 28, 2003
Begin accepting Applications from current contractors	April 7, 2003
Release of final published rate schedules applicable to RFQVA # DDD 704011	April 7, 2003
Recommended deadline for current contractors to submit Applications for agreements effective 7/1/03 to assure continuation of services	May 1, 2003
Begin accepting Applications from new vendors and for agreements effective after 7/1/03	May 5, 2003
Begin accepting amended Applications	May 5, 2003

3.4 Independent Providers

The Division is not accepting applications from independent providers (as defined in Section 6) at this time. The Division will continue contracting with independent providers using Individual Service Agreements (ISAs) for Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; and Transportation (Family and Friend). It is planned that independent providers, at their option, will be included in the Directory System when that component of the system is available. When the published independent provider rates (non-agency rates) are finalized, the Division will accept Applications from independent providers to become Qualified Vendors. However, in order to receive a Qualified Vendor Agreement, the Applicant will be required to meet all requirements of the RFQVA, including those relating to insurance. Independent providers that become Qualified Vendors shall be paid using the same methodology as independent providers that have ISAs. They will not receive the "agency" rate.

3.5 Verification

DDD may contact any source available to verify the information submitted in the Application and may use this information and any additional information obtained from the source(s) in evaluating the Application.

3.6 Protests

A protest shall comply with and be resolved according to A.C.C. R6-6-2115. Protests shall be in writing and be filed with the Procurement Officer. A protest shall be filed within 21 days after the protester receives notice of the adverse action. The protester shall include the following information in the Notice of Intent to File a Protest and Request for Problem Solving or in the Notice of Protest:

- 1. Name, address and telephone number of the protester;
- 2. The signature of the protester or its representative;
- 3. Identification of the adverse action by the Division that is in dispute;
- 4. A statement of the legal and factual grounds of the intended protest including copies of relevant documents; and
- 5. The form of relief requested.

3.7 Evaluation

3.7.1 Evaluation Factors

The Division shall consider the following factors in determining if an Applicant is a Qualified Vendor and eligible to enter into a Qualified Vendor Agreement:

- 1. Ability of the Applicant to meet the need for services based on performance, including compliance with licensing and certification requirements; program monitoring, agreement monitoring, or contract monitoring reports; and corporate or individual experience providing community developmental disability services or similar services in Arizona and in other states.
- 2. Whether the Applicant has met the requirements of the Request for Qualified Vendor Applications process.
- 3. Whether the Application is consistent with the Division's network development plan or other documentation of projected service need.
- 4. Financial stability of the Applicant as demonstrated by the financial information provided in the Application.
- 5. The responsibility of the Applicant, as demonstrated by the background information provided in the Application and/or received from other sources.

3.7.2 Evaluation Process

The Division will advise each Applicant in writing or via email if its Application is incomplete within 30 days of receipt of the Application (both the electronic and hard copies). The notice will identify the information or documentation that is missing or incomplete in the Application. The Division may conduct discussions with the Applicant to provide information about the completeness of the application. The Division will specify the timeframe in which the Applicant must provide the missing information. The Division will deny the Application if the Applicant does not provide the additional information within the specified timeframe. The Division will notify an Applicant in writing or via email whether the Applicant has been accepted as a Qualified Vendor within 60 days of receipt of a complete Application. The Division will not enter into an agreement unless it has reviewed and evaluated a complete Application.

If an Applicant does not submit both a signed hard copy of the Application and an electronic copy via the Division's website, the Application will not be considered submitted. Such "non-submittals" will not be awarded an agreement and will not receive any notice.

3.7.3 <u>Disqualification</u>

The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

3.7.4 Waiver and Rejection Rights

Notwithstanding any other provision of the RFQVA, the Division reserves the right to:

- 1. Waive any minor informality;
- 2. Reject any and all Applications or portions thereof; or
- 3. Cancel the RFQVA.

SECTION 4 BACKGROUND

4.1 Mission, Vision and Values

Within the Department of Economic Security (DES), the Division of Developmental Disabilities (the Division or DDD) is responsible for providing community developmental services and supports to over 16,000 Arizonans with developmental disabilities and acute care only or case management only to an additional 5,000 Arizonans with developmental disabilities. In carrying out this responsibility, the Division's mission is:

"To support the choices of individuals with disabilities and their families by promoting and providing within communities, flexible, quality, consumer-driven services and supports."

The Division's vision is:

"Individuals with developmental disabilities are valued members of their communities and are involved and participating based on their own choices."

This results in the Division supporting a program that values:

- □ Healthy relationships with people;
- □ Individual and family priorities and choices;
- □ Equal access to quality services and supports for all individuals and families;
- □ Partnerships and ongoing communication with individuals, family members, advocates, providers, and community members;
- □ Developmental approaches changing conditions that affect people rather than changing people who are affected by conditions;
- □ Individual freedom from abuse, neglect and exploitation with a balance between the right to make choices and experience life and individual safety;
- □ A diverse workforce that is motivated, skilled and knowledgeable of and uses the most effective practices known;
- □ An environment rich in diversity in which each person is respected and has the opportunity to reach their optimal potential;
- ☐ An individual's right to choose to participate in and contribute to all aspects of home and community life;
- □ A system of services and supports which are:
 - Responsive timely and flexible responses to internal and external customers;
 - Strength based recognizing people's strengths, promoting self-reliance, enhancing confidence and building on community assets;

- Effective ongoing identification of effective methods and practices and incorporation of those practices into operations; and
- Accountable to our customers and to the taxpayers.

4.2 **Program Eligibility**

To be eligible for services a person must be an Arizona resident who has a chronic disability that:

- ☐ Is attributable to mental retardation, cerebral palsy, epilepsy or autism;
- □ Was manifested before the age of 18;
- □ Is likely to continue indefinitely; and
- □ Reflects the need for a combination and sequence of individually planned or coordinated special, interdisciplinary or generic care, treatment or other services that are of lifelong or extended duration.

The disability also must result in substantial functional limitations in three or more of the following areas of major life activity:

- □ Self-care
- □ Receptive and expressive language
- □ Learning
- Mobility
- □ Self-direction
- Capacity for independent living
- □ Economic self-sufficiency

Children under the age of six years may be eligible for services if there is a strongly demonstrated potential that the child is or will become developmentally disabled but for whom no formal diagnosis has been made.

Individuals who are determined eligible for services through the Division may also be eligible for services through the Arizona Long Term Care System (ALTCS) program administered by the Arizona Health Care Cost Containment System Administration (AHCCCSA). Individuals who may be eligible for ALTCS are referred to AHCCCSA for ALTCS eligibility determination. (See A.R.S. 36-559 and Arizona Administrative Code (A.A.C.), Chapter 6, Title 6, Articles 3, 4 and 5 for a more detailed description of the eligibility determination process.)

4.3 Program Description

In State Fiscal Year (Fiscal Year) 2002, the Division provided services to over 21,000 consumers. The Division provided services covered by this RFQVA to about 16,000 consumers, of whom approximately 12,500 were eligible for ALTCS. Table 4.1 below depicts the number of consumers who received various community developmental services by district and in total during Fiscal Year 2002.

Table 4.1 Consumer Counts by Service, By Funding Source, and By Provider Type

	District 1	District 2	District 3	District 4	District 5	District 6	No District	Total
Number of Consumers Receiving	ng Services	By Servic	e	•	•	•	•	
Home-Based Services								
Attendant Care	1,254	363	250	59	123	87	6	2,142
Habilitation, Support	2,116	477	548	147	109	117	2	3,516
Housekeeping	48	42	14	0	3	10	0	117
Respite	3,180	973	798	250	215	278	19	5,713
Day Treatment and Training Serv	vices							
Day Treatment and Training, Adult	1,641	601	500	174	159	166	2	3,243
Day Treatment and Training, Child (After-School and Summer)	1,636	568	33	0	30	36	24	2,327
Developmental Home Services								
Habilitation, Vendor Supported Developmental Home (Child and Adult)	192	7	3	1	3	0	0	206
Room and Board, Vendor Supported Developmental Home (Child and Adult)	189	7	4	1	3	0	0	204
Independent Living Services								
Habilitation, Individually Designed Living Arrangement	38	201	44	21	7	41	0	352
Group Home Services								
Habilitation, Community Protection and Treatment Group Home	23	1	3	0	0	0	0	27
Habilitation, Group Home	1,218	391	348	82	107	88	1	2,235
Habilitation, Nursing Supported Group Home	23	25	1	1	3	0	0	53

	District 1	District 2	District 3	District 4	District 5	District 6	No District	Total
Room and Board, All Group Homes	1,428	423	225	92	151	93	0	2,412
Professional Services								
Home Health Aide	7	9	3	0	0	0	0	19
Nursing	478	687	145	69	84	140	3	1,606
Occupational Therapy	3,123	1,136	437	182	366	162	141	5,547
Physical Therapy	2,566	899	393	198	371	158	119	4,704
Speech Therapy	3,065	1,175	437	203	375	160	94	5,509
Other Services							_	
Transportation	1,645	219	249	106	124	138	18	2,499
All Other Services	3,231	2,243	604	252	580	355	125	7,390
Total Unduplicated Number of Consumers Receiving Services	8,787	3,242	1,689	615	923	633	125	16,014
	T =	1	1	1	T	1	T	T
Number of ALTCS Consumers	7,212	2,132	1,359	513	539	458	302	12,515
Number of Consumers Served								
by <i>Provider Type</i>								
Standard Contract Provider	8,548	3,025	1,633	521	802	539	59	15,127
Individual Service Agreement Provider	1,783	1,947	514	373	420	421	88	5,546
Both	1,544	1,730	458	279	299	327	22	4,659

The table includes consumers utilizing the services covered by the Request for Qualified Vendor Applications (RFQVA) as well as consumers receiving community developmental services not covered by the RFQVA (the "All Other Services" category). Since many consumers receive more than one service, the total number of consumers by service far exceeds the total number of consumers. The figures presented do not include individuals that receive either case management only or acute care only. Similarly, the figures do not include individuals that did not receive any community developmental services from the Division in Fiscal Year 2002.

The table depicts that about 55% of the individuals that receive community developmental services from the Division reside in District 1, with Districts 2 and 3 providing services to 20% and 10.5% respectively of all consumers receiving community developmental services. Approximately 15,100 individuals received services from standard contract providers, and about 5,500 individuals received services from individual service agreement (ISA) providers. Approximately 4,700 individuals received services from both standard contract providers and ISA providers.

The Division coordinates services and resources through a central administrative office, District offices and local offices in various communities throughout the state. A comprehensive array of services are provided to consumers based on the person's identified needs, State and/or Federal guidelines and, when applicable, the availability of funds. While the Division provides a limited number of services directly, the majority of services are provided through contracts with individuals or provider agencies. These contracted services include support coordination services, home- and community-based services, institutional services and acute care services. Some of the services, such as acute care services, are available only to certain consumers. (See A.R.S. 36-558 and *DES/DDD Policy and Procedure Manual, available on the Division's website* www.de.state.az.us/ddd, for a more detailed description of Division services.) Wherever possible, prior to authorizing services, the Division looks first at services or other forms of assistance that may be provided through existing community resources or family members.

Division services are funded through various means – Title XIX Medicaid (Federal and State matching monies) and State appropriations, with some additional funding available through Title XX and grants. However, Title XIX is the principle source of funds. The Division receives monthly capitation payments from AHCCCSA to deliver acute and long term care services to eligible ALTCS consumers and targeted case management services to Arizona Health Care Cost Containment System (AHCCCS)-eligible consumers. These funds, in turn, are appropriated by the Arizona State Legislature to DES/DDD for expenditure.

Home- and community-based service costs for ALTCS-eligible consumers must not exceed the cost of an Intermediate Care Facility/Mental Retardation (ICF/MR) placement, unless the Division requests and receives approval from AHCCCSA. For total service costs, which exceed 80% of an ICF/MR placement, the Division must conduct a cost effectiveness study; including development of a plan to prospectively reduce the costs over the next six months. (See DES/DDD Policy and Procedures Manual – Chapter 905.)

4.4 Consumer Choice

Building upon its core mission and value statements, the Division has, over the past several years, begun an initiative to move its current program toward a model of self-determination – promoting and increasing consumer and family control over the purchase and selection of services and providers. Recent amendments to A.R.S. §36-557 and the implementation of rules pursuant to A.R.S. §36-557 establish consumer choice of providers in law and rule. Consumer choice will be the basis for provider selection. The responsibilities and roles which were formerly the primary responsibility of the Division are now meaningfully shifted to consumers and Qualified Vendors. Two new roles for the Division are to facilitate consumer choice and to assist Qualified Vendors to effectively make their program plans and availability known to consumers.

This RFQVA process, including the Qualified Vendor Application and Directory System, is designed to help the Division fulfill this new mandate. The Division will enter into Qualified Vendor Agreements with vendors that meet the minimum RFQVA requirements. Applicants

will not be subject to a prospective quality evaluation of their program prior to the award of a Qualified Vendor Agreement (contract) by the Division. This is very different from all prior awards of contracts. The determination of quality service will be determined largely by consumer choice on an ongoing basis. Consumers will be able to change providers, utilize multiple providers, and encourage potential providers to apply to become a provider on an ongoing basis.

For some services, consumer choice will have some limitations. For example, group services, such as group homes and day treatment and training programs, consumer choice will be a shared responsibility of the group of consumers who will be sharing service provision. This will involve reaching consensus for a single choice among the entire group of consumers. For capacity based services, i.e., group homes or day treatment and training programs, consumer choice may be limited to Qualified Vendors who have existing capacity for service until the Division determines additional capacity is needed and can be supported by Division funding.

The Division's ability to provide services is based on available funding. Every effort will be made by the Division to effectively and efficiently provide service to all eligible consumers. It is the expectation of the Division that consumers and Qualified Vendors will assist the Division in efficient and effective service planning and delivery.

4.5 Published Rate Schedules

The published rate schedules that are referenced and incorporated into the RFQVA are the result of the statutes that mandate the Division to adopt a published rate system (see A.R.S. 36-557). The published rate schedules:

- □ Satisfy the legislative mandate that the Division adopt a published rate system;
- □ Provide a critical element to the redesigned service procurement process that is contained in this RFQVA; and
- □ Provide equity and simplicity to the Division's reimbursement systems.

The Division produced and distributed a Provider Letter, dated January 21, 2003 concerning the published rate schedule. The letter and its attachments address:

- ☐ The development of the Benchmark Rates through the independent rate setting process;
- ☐ The State budgetary constraints that forced, and the methodology used by the Division, to scale back the Benchmark Rates to the Adopted Rates;
- □ The implementation of the Adopted Rates in Fiscal Year 2004 through a phase-in process; and
- □ The independent rate models that were used to develop the Benchmark Rates.

The Provider Letter, and its attachments, as well as any updates to the published rate schedules may be found on the Division's web site at www.de.state.az.us/ddd. The Division is anticipating release of the final published rate schedules prior to or on April 7, 2003.

The published rate schedules that will initially apply to this RQVA, to be published prior to or on April 7, 2003 will not include rates for independent providers (non-agency rates). The independent provider rates (non-agency rates) included in the draft rate schedules that were released on January 21, 2003 for Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; and Transportation (Family) will be withdrawn. The rates will be re-released in the fall of 2004 after the development and administration of the statewide individual consumer level of need assessment process and the adoption of rate modifiers. Until that time independent providers will continue to be compensated pursuant to the independent rate schedule in the district where the consumer resides. After the statewide rates for independent providers (non-agency rates) are published, independent providers, whether or not they are Qualified Vendors, will receive the applicable statewide independent provider rate as modified by the individual consumer level of need assessment.

SECTION 5 SERVICE REQUIREMENTS/SCOPE OF WORK

This section sets forth the general requirements that the Qualified Vendor will be expected to comply with in the delivery of agreement services. The Qualified Vendor shall also comply with the requirements in Section 7, Service Specifications, for each service identified in the Qualified Vendor Agreement Award Notice as well as Section 6, DES/DDD Standard Terms and Conditions, and all other provisions of this Request for Qualified Vendor Applications (RFQVA).

5.1 Provider Qualifications

The Qualified Vendor shall meet all applicable license/certification requirements and standards throughout the term of the Qualified Vendor Agreement, including the following:

- 1. If required in statute or regulation, the Qualified Vendor shall have the appropriate current Arizona license and fully comply with all licensing requirements prior to the delivery of service. Payment will not be made for services delivered prior to the issuance of the license.
- 2. The Qualified Vendor shall be certified by the Division as a home- and community-based provider pursuant to A.A.C. Title 6, Chapter 6, Article 15 prior to the delivery of service. Payment will not be made for services delivered prior to the date of certification.
- 3. The Qualified Vendor shall be registered as a provider with AHCCCSA prior to the delivery of service. Payment will not be made for services delivered prior to the date of registration.
- 4. The Qualified Vendor shall comply with A.A.C. Title 6, Chapter 6, Article 9, Managing Inappropriate Behaviors.
- 5. The Qualified Vendor shall comply with all applicable Federal and State laws.
- 6. The Qualified Vendor shall comply with applicable Division policies, procedures and administrative directives. The Policies and Procedures are posted on the Division's website at http://www.de.state.az.us/ddd/.
- 7. As needed to effectively implement the service, the Qualified Vendor will be able to communicate effectively with the consumer/family/consumer's representative (e.g., American Sign Language or Spanish). This may include utilizing alternative communication strategies (written versus spoken) or using a volunteer translator, or recruitment of staff who speak different languages.

- 8. When transportation of the consumer is provided as part of the service:
 - 8.1 The vehicle in which transportation is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
 - 8.2 The vehicle must be maintained in a safe, working order.
 - 8.3 The vehicle must be constructed for the safe transportation of the consumers. All seats must be fastened to the body of the vehicle and individual(s) properly seated when the vehicle is in operation. The vehicle must have operational seat belts installed and be operational for safe passenger utilization. When transporting, consumers must be securely fastened in age and weight appropriate restraints, as required by State law.
 - 8.4 Consumers with special mobility needs shall be provided transportation in a vehicle adapted to those needs as required to facilitate adequate access to service.
 - 8.5 If the vehicle is used to transport consumers in wheelchairs, it shall also be equipped with floor-mounted seat belts and wheelchair lock-downs for each wheelchair that it transports.
 - Persons providing transportation must be a minimum of 18 years of age and possess and maintain a valid driver license.
 - 8.7 The Qualified Vendor shall review driving records.
- 9. The Qualified Vendor shall have on file three verifiable letters of reference that clearly state the name, address, and phone number of the person providing the reference and make them available upon request to the Division.

5.2 Staffing

- 1. The Qualified Vendor shall have a plan for the recruitment, initial and ongoing training, retention and monitoring of direct service staff.
- 2. The Qualified Vendor shall ensure that each direct service staff meets the qualifications in A.A.C. R6-6-1520 through 1533 as applicable.
- 3. The Qualified Vendor shall ensure that no direct service staff work unsupervised with consumers until all required training has been completed.
- 4. The Qualified Vendor must ensure that all direct service staff are appropriately trained to meet the special needs of the consumer being served (e.g., behavioral or medical challenges).
- 5. The Qualified Vendor shall ensure that staff are trained and supported to effectively meet the variety of needs of the consumer, including consumers with intensive behavioral, physical, and medical challenges.

- 6. The Qualified Vendor shall have a staff back-up plan at all times in order to ensure that appropriately trained back-up staff are available when the primary staff person is not available and the service is critical to assure the maintenance of health and safety of the consumers receiving service.
- 7. The Qualified Vendor shall routinely monitor and supervise direct service staff to ensure the ability/fitness of the direct service staff as well as assess the effectiveness of the relationship between the consumer/consumer's representative and the direct service staff.

5.3 Training

- 1. The Qualified Vendor shall ensure that all direct service staff receive the following training:
 - 1.1 Minimum orientation standards regarding individuals served and the operations of the program.
 - 1.2 Minimum training standards in areas determined by the Division and Qualified Vendor depending upon the specific needs of the setting and/or of the consumers served.
 - 1.3 Specialized training as required.
- 2. All training completed shall be documented in the individual employee's personnel record.
- 3. The Qualified Vendor shall encourage participation of consumers and parents in presenting staff training.

5.4 Delivery of Services

- 1. The consumer/family/consumer's representative has the right and responsibility to choose from the available Qualified Vendors whom they believe will best meet the needs of the consumer. If services are provided to a group, the consumers shall collectively choose the Qualified Vendor/direct service staff.
- 2. The Qualified Vendor shall, as set forth in each consumer's Individual Support Plan (ISP), deliver services to consumers in such a manner that meets the following service goals:
 - 2.1 To increase or maintain the self-sufficiency of consumers.
 - 2.2 To maintain the health and safety of consumers.
 - 2.3 To provide services in a manner that supports and enhances the consumer's independence, self esteem, self-worth, mutual respect, value, and dignity.

- 3. The Qualified Vendor shall ensure that in delivering services, specific service-related activities as well as staffing are:
 - 3.1 Available and provided at any time as specified in the consumer's ISP.
 - 3.2 Modified appropriately in order to accommodate the changing needs of the consumer and/or his/her environment.
 - 3.3 Delivered in a manner that takes into consideration the primary language of the consumer (and consumer's representative) as well as any cultural diversity issues.
 - 3.4 Provided according to the personal needs, cultural considerations/preferences, and medical needs of the consumer.
- 4. The Qualified Vendor shall ensure that materials, supplies, equipment and activities meet the varied interests, physical needs/abilities, chronological ages and cultural backgrounds of consumers.
- 5. The Qualified Vendor shall ensure that services are provided by appropriately qualified and trained staff, including ensuring that all tasks required to be performed by a medical practitioner are performed by a qualified medical practitioner.
- 6. The Qualified Vendor shall ensure that services are provided in the least restrictive environment.
- 7. The Qualified Vendor shall ensure that children and adults are not served together unless specifically approved in the child's ISP.
- 8. Under no circumstances shall more than one type of habilitation service be provided to a consumer at the same time.

5.5 Service (Prior) Authorization

The system to be implemented with this Request for Qualified Vendor Applications will greatly streamline the authorization process to allow both the Division and the Qualified Vendor to better address changing consumer needs. Changes in authorization levels will not require changes to the Qualified Vendor Agreement. Authorization levels will be set by the Division to reflect the current needs of the consumer.

The Qualified Vendor shall be reimbursed for services delivered that have been prior authorized by the Division designee. Authorization is specific to a particular consumer in a particular setting and is not transferable to other consumers.

If the needs of the consumer changes, the authorization is subject to change. Prior to making any changes in the level of service provided (including an increase or decrease in the number of units of service) and/or a change in the setting, the Qualified Vendor must ensure that it has received the appropriate new authorization from the Division.

5.6 Referrals for Services

When a Qualified Vendor receives a referral for services for a consumer, the Qualified Vendor must:

- 1. Assess the referred consumer for appropriate services and, within ten days of referral, inform the referral source either in writing or verbally whether the Qualified Vendor will serve the consumer.
- 2. Meet or confer with the consumer and/or the consumer's representative prior to the start of service delivery to obtain necessary information and have an orientation to the specific needs of the consumer, including obtaining all required consents.
- 3. Ensure that direct service staff have the necessary skills and training, as identified in the consumer's ISP, e.g., client intervention training, sign language, etc. to provide services to the consumer.
- 4. Obtain authorization from the Division prior to the service start date.

For emergency referrals, the Division will call the Qualified Vendor and request an immediate response as to whether they can appropriately address the emergency needs of the consumer.

5.7 Individual Support Plan (ISP) and Related Activities

As part of the ISP process, the Qualified Vendor shall, as appropriate, assist the consumer's ISP team in developing the consumer's ISP and facilitating its implementation. The Qualified Vendor shall support all of the applicable ISP goals and ensure that all applicable objectives are implemented. (See *DES/DDD Policy and Procedure Manual Chapter 800* for a detailed discussion of ISP development.)

5.8 Quality Management Plan

The Qualified Vendor shall develop and maintain a quality management plan in order to continuously monitor the delivery of services and to ensure that the services are appropriately meeting the objectives set forth in consumers' ISPs. The Qualified Vendor shall keep the quality management plan on file and make the plan available to the Division or consumers/families/consumer representatives upon request.

The quality management plan shall contain elements that address the following:

- 1. Incident management, corrective action and preventions.
- 2. Complaints and grievances.

- 3. Solicitation of input from consumers, families and/or consumer representatives including input on consumer satisfaction, the hiring and/or evaluation of direct service staff, and the improvement of services.
- 4. Opportunities provided to consumers/families/consumer representatives to be actively involved in Qualified Vendor operations.
- 5. Monitoring and evaluation of services provided (i.e., measurement of outcomes as it relates to the ISP objectives) and the improvement of the quality and appropriateness of services.

5.9 Transition

There are a number of circumstances under which a Qualified Vendor will become involved in the transitioning of a consumer to another Qualified Vendor. All Qualified Vendors shall assist the Division in the transition of the consumer to the new Qualified Vendor. This may include working closely with the consumer and family; providing all necessary support services to ensure a smooth transition; and transferring of pertinent records to the new Qualified Vendor. If the Qualified Vendor participates in a transition placement process, it shall maintain documentation of participation and development of the consumer's ISP.

5.10 Recordkeeping

- 1. The Qualified Vendor shall maintain books and records related to services and expenditures as required by the Division in rule or policy or in this RFQVA, as amended. Documents that the Qualified Vendor shall have on file include but are not limited to:
 - 1.1 Articles of Incorporation, partnership agreements and/or Internal Revenue Service letter, as applicable.
 - 1.2 Copies of all licenses and/or certifications.
 - 1.3 A current organizational chart that outlines the functional structure of the organization, including all program areas and staff positions.
 - 1.4 If applicable, a complete list of the members of its Board of Directors, partners, or owners as applicable, including names, titles, addresses and phone numbers.
 - 1.5 Current written job descriptions, which include minimum qualifications for training and experience, for each position that will be utilized in the provision of a service under the Qualified Vendor Agreement.
 - 1.6 Current resumes/applications for each person who will be providing services under the Qualified Vendor Agreement.
 - 1.7 Current resumes for administrative/management positions.
 - 1.8 If applicable, documentation of inspections and licenses necessary to operate a residential setting.

- 2. The Qualified Vendor shall maintain a file on each consumer. A consumer's file should include the following, as applicable:
 - 2.1 Pertinent documents related to the consumer's ISP such as the consumer's ISP, the consumer's support plan, and the consumer's behavioral health treatment plan.
 - 2.2 Record of services rendered (including administration of medications) and the consumer's response to services.
 - 2.3 Documentation of communications with consumer/consumer's representative, other service providers, support coordinator, etc.
 - 2.4 Copy of the orientation document.
 - 2.5 Copy of attendance sheets.
 - 2.6 Copy of the monthly progress reports.
 - 2.7 Documentation of incidents related to the consumer and/or complaints related to the Qualified Vendor's care of the consumer and documentation of resolution.
 - 2.8 All required consents, such as General Consent and/or Consent for Use of Behavior Modifying Medications.

5.11 Application and Use of Published Rates

- 1. The Qualified Vendor shall comply with the following general requirements relating to the use of published rates in the delivery of agreement services. In addition, the Qualified Vendor shall comply with the rates procedures issued by the Division from time to time.
- 2. The published rate schedules and the requirements related to their use will be available on the Division's website on or before April 7, 2003. The published rate schedules and the requirements related to their use may be updated or changed from time to time. Affected agreements will be amended to include changes.
- 3. As indicated in Section 3.4, the Division is not accepting Qualified Vendor Applications from independent providers at this time. However, the Division will continue contracting with independent providers using Individual Service Agreements (ISAs).
 - 3.1 The published rate schedules that will initially apply to this RFQVA to be published prior to or on April 7, 2003 will not include rates for independent providers (non-agency rates). The independent provider rates (non-agency rates) included in the draft rate schedules that were released January 21, 2003 for Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; and Transportation (family) will be withdrawn.
 - 3.2 The independent provider rates (non-agency rates) will be re-released during the fall of 2004 after the development and administration of the statewide individual consumer level of need assessment process and the adoption of rate modifiers. Until that time independent providers will continue to be compensated pursuant to the independent rate schedule in the district where the consumer resides. After

the statewide rates for independent providers (non-agency rates) are published, independent providers, whether or not they are Qualified Vendors, will receive the applicable statewide independent provider rate (non-agency rate) as modified by the individual consumer level of need assessment.

- 4. The Division will publish four rate schedules that will be available on the Division's website on or before April 7, 2003. Schedule 1 and 2 will contain the rates that will be used only in State Fiscal Year (Fiscal Year) 2004, during the phase in of the published rate schedules. Schedule 3 and 4 will be used beginning in Fiscal Year 2005.
 - 4.1 Schedule 1 will contain the rates that will be used in Fiscal Year 2004. Qualified Vendors shall use one of three rates (step-up, adopted or step-down) for each service when billing the Division, based on the following criteria:
 - ☐ If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate lower than or equal to the step-up rate for a given service, the Qualified Vendor shall bill the Division at the step-up rate for that service during Fiscal Year 2004.
 - If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate higher than the step-up rate for a given service and lower than or equal to the adopted rate for the same service, the Qualified Vendor shall bill the Division at the adopted rate for that service during Fiscal Year 2004.
 - If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate higher than or equal to the adopted rate for a given service and lower than the step-down rate for the same service, the Qualified Vendor shall bill the Division at the adopted rate for that service during Fiscal Year 2004.
 - If during Fiscal Year 2003, the Qualified Vendor was reimbursed by the Division at an average paid unit rate higher than or equal to the step-down rate for a given service, the Qualified Vendor shall bill the Division at the step-down rate for that service during Fiscal Year 2004.

- 4.2 Schedule 2 converts the staff hourly rates to daily rates for the services of Habilitation, Community Protection and Treatment Group Home; Habilitation, Group Home; and Habilitation, Nursing Supported Group Home. The schedule contains three sub-schedules for each of these services, one labeled "step-up rate," one labeled "adopted rate," and one labeled "step-down rate" based upon staff hourly rates. The rates on these schedules are to be used by Qualified Vendors providing these three services during Fiscal Year 2004.
- 4.3 The average paid unit rate that the Qualified Vendor was reimbursed during Fiscal Year 2003 will be determined in the following manner:
 - 4.3.1 For the following services:
 - □ Habilitation, Group Home
 - □ Habilitation, Community Protection and Treatment Group Home
 - □ Habilitation, Nursing Supported Group Home

The average rate will be determined by service site, with the calculated staff hour rate contained in the contract amendments relating to the Fiscal Year 2003 provider rate increase effective July 1, 2002, or any subsequent amendment. Applicants should refer to the "Combined 4.0 and 5.5 for HABILITATION, Group Home" in their current contract. The calculated staff hour rate is in the column on this document labeled "6/30/02 Calc Staff Hour Rate."

If the Qualified Vendor adds new sites not previously in contract, the adopted rate will be used (i.e., not the step-up rate or the step-down rate).

- 4.3.2 For the following services:
- □ Room and Board, All Group Homes
- Nursing
- Occupational Therapy
- Occupational Therapy Early Intervention
- Physical Therapy
- □ Physical Therapy Early Intervention
- □ Speech Therapy
- □ Speech Therapy Early Intervention
- ☐ Transportation (general, not regularly scheduled)

There will be no average rate determined, in as much as the step-up, step-down, and adopted rate are all equal.

- 4.3.3 For the following services:
- □ Attendant Care
- □ Habilitation, Community Protection and Treatment Hourly
- □ Habilitation, Support

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- □ Respite
- ☐ Habilitation, Vendor Supported Developmental Home (Child and Adult)
- Room and Board, Vendor Supported Developmental Home (Child and Adult)
- □ Habilitation, Individually Designed Living Arrangement
- □ Home Health Aide

The average paid unit rate will be determined for each Qualified Vendor by the Division based on the units billed by the Qualified Vendor and paid by the Division for Fiscal Year 2003, from the beginning of the fiscal year until February 7, 2003 and appearing on the Division's automated systems. In determining the average rate for each Qualified Vendor, the Division will not consider any claims that have a rate per unit of service that is below the single client floor rate established for Fiscal Year 2003 pursuant to the provider increase process established for the year.

4.3.4. For the following services:

- Day Treatment and Training, Adult
- Day Treatment and Training, Child (After-School)
- □ Day Treatment and Training, Child (Summer)
- Transportation (to and from day treatment and training)

The average paid unit rate for services provided when transportation was not provided by the day treatment and training provider will be calculated for each Qualified Vendor by the Division based on the units billed by the Qualified Vendor and paid by the Division for Fiscal Year 2003, from the beginning of the fiscal year until February 7, 2003 and appearing on the Division's automated systems. In determining the average rate for each Qualified Vendor, the Division will not consider any claims that have a rate per unit of service that is below the floor rate established for Fiscal Year 2003 pursuant to the provider increase process established for that year.

The average paid unit rate for services provided when transportation was provided by the day treatment and training provider will be calculated for each Qualified Vendor by adding the total dollars for both the day treatment and training and transportation services paid to the provider and divided by the total number of units for day treatment and training only. This will be based on the units billed by the Qualified Vendor and paid by the Division for Fiscal Year 2003, from the beginning of the fiscal year until February 7, 2003 and appearing on the Division's automated systems. In determining the average rate for each Qualified Vendor, the Division will not consider any claims that have a rate per unit of service that is below the floor rate established for Fiscal Year 2003 pursuant to the provider increase process established for that year.

- 4.3.5 For Qualified Vendors that did not have a contract with the Division to provide a particular service in Fiscal Year 2003, the rate that will be used for that particular service in Fiscal Year 2004 will be the adopted rate.
- 4.4 Schedule 3 will contain the rates that will be used in Fiscal Year 2005. The Schedule contains two columns of rates. The first column labeled "Benchmark Rate" contains the rates that the Division calculated through its rate setting process. The second column labeled "Adopted Rate" contains the rates that the Division adopted for the published rate schedule and these are the rates to be used for each service when billing the Division.
- 4.5 Schedule 4 converts the staff hourly rates from Schedule 3 to daily rates for the services of Habilitation, Community Protection and Treatment Group Home; Habilitation, Group Home; and Habilitation, Nursing Supported Group Home. The rates on these schedules are to be used for these three services when billing the Division.
- 5. The Division may provide for a method to modify a published rate for a service provided to a particular consumer.
- 6. The Division acknowledges that the rate models used to determine the Benchmark Rates on Schedule 3 do not necessarily reflect actual cost profiles. Actual patterns of expenditures by Qualified Vendors may be different from those outlined in a given rate model. The Division recognizes that assumptions in the rate models may need to be updated over time.

SECTION 6 DES/DDD STANDARD TERMS AND CONDITIONS

6.1 Definition of Terms

As used in this Request for Qualified Vendor Applications (RFQVA) and any resulting agreement, the terms listed below are defined as follows:

- 6.1.1 "Agency" means an organization that has a Federal Employer Identification Number (FEIN) and employs one or more direct service staff other than the owner.
- 6.1.2 "Agreement" means the Qualified Vendor Agreement which is a legally binding contract to provide community developmental disability services and includes the following: the Request for Qualified Vendor Applications, including service requirements/scope of work, terms and conditions, and services specifications; the published or negotiated rates and any updates; the Application; the Qualified Vendor Agreement Award Notice; any amendments to the RFQVA; any Agreement Amendments; and any terms applied by law.
- 6.1.3 "Agreement Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the agreement.
- 6.1.4 "Agreement Services" means the services to be delivered by the Qualified Vendor under this agreement.
- 6.1.5 "AHCCCS" means the Arizona Health Care Cost Containment System as established by Arizona Revised Statutes (A.R.S.) 36-2901 et seq., and defined by Arizona Administrative Code (A.A.C.) R9-22-101.B.1.
- 6.1.6 "AHCCCSA" or "Administration" means the Arizona Health Care Cost Containment System Administration as defined by A.R.S. 36-2901.1.
- 6.1.7 "ALTCS" means the Arizona Long Term Care System as defined by A.A.C. R9-28-101.B.2.
- 6.1.8 "Applicant" means a vendor who submits an application in response to the Request for Qualified Vendor Applications.
- 6.1.9 "Application" means a completed copy of the Application and Qualified Vendor Agreement Award form submitted in hard copy to the Division; the required information in the Qualified Vendor Application and Directory System submitted electronically to the Division via the Division's website, and approved by the Division; a hard copy of the required information entered into the Qualified Vendor Application and Directory System submitted to and approved by the Division; and all applicable submittals required in the Qualified Vendor Application Assurances and Submittals form submitted to and approved by the Division.
- 6.1.10 "Business Day" means any day that the Division is open to conduct business.
- 6.1.11 "Clean Claim" means claims that may be processed without obtaining additional information from the provider of service or from a third party but does not include claims under investigation for fraud and abuse or claims under review for medical necessity (A.R.S. 36-2904.H.1).
- 6.1.12 "Client," "Member," "DD/ALTCS Member," "Consumer," or "Individual" means a person who is authorized to receive services through the Division.

- 6.1.13 "Community Developmental Disability Services" means any service or support the Division is authorized to purchase on behalf of individuals with developmental disabilities and their families or guardians.
- 6.1.14 "Day" means calendar day unless otherwise specified.
- 6.1.15 "Department" means the Arizona Department of Economic Security (DES), unless otherwise indicated.
- 6.1.16 "Division" or "DDD" means the Division of Developmental Disabilities within the Department of Economic Security.
- 6.1.17 "Effective Date" means the date that the Procurement Officer signs the Qualified Vendor Agreement Award, unless another date is specifically stated in the agreement.
- 6.1.18 "Encounter" means the record of a service submitted to or by the Division and processed by AHCCCS that is rendered by a provider registered with AHCCCS to a member who is enrolled with the Division on the date of service for which the Division incurs a financial liability (A.A.C. R9-22-107.13).
- 6.1.19 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 6.1.20 "Independent Provider" means a person who does not have any employees other than himself/herself and provides Attendant Care; Habilitation, Support; Housekeeping; Respite; Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); Day Treatment and Training, Children (Summer); Habilitation, Individually Designed Living Arrangement; or Transportation (Family and Friend).
- 6.1.21 "Individual Support Plan" or "ISP" means a written statement of services to be provided to an individual with developmental disabilities including habilitation goals and objectives and a listing of the services, if any, the consumer is authorized to receive. The ISP incorporates and replaces the Individual Program Plan, the placement evaluation, the individualized service program plan and the service program plan used in A.R.S. § 36-557, and incorporates the Individual Family Service Plan (IFSP) as defined in Section 809.1 of the Division's Policy and Procedures Manual.
- 6.1.22 "Individual Support Plan Team" or "ISP Team" means a group of persons including the consumer, the consumer's representative, and other persons selected by the consumer, assembled by the Division and coordinated by the consumer's support coordinator in compliance with A.R.S. § 36-551 and 36-560 to develop the consumer's individual support plan.
- 6.1.23 "May" indicates something that is not mandatory but permissible.
- 6.1.24 "Procurement Officer" or "Department Procurement Officer" means the person duly authorized to enter into and administer agreements and make written determinations with respect to the agreement or their designee.
- 6.1.25 "Qualified Vendor" means any person or entity that has an agreement with the Division of Developmental Disabilities.
- 6.1.26 "Shall" or "Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application or termination of the agreement.

- 6.1.27 "Should" indicates something that is recommended but not mandatory. If the Applicant fails to provide recommended information, the State may, at its sole option, ask the Applicant to provide the information or evaluate the Application without the information.
- 6.1.28 "Subcontract" means any arrangement, expressed or implied, between the Qualified Vendor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this agreement.
- 6.1.29 "State" means the State of Arizona and the Department or Agency of the State that executes the agreement.
- 6.1.30 "Third Party Liability" means the resources available from a person or entity that is or may be, by agreement, circumstances, or otherwise, liable to pay all or part of the medical expenses incurred by a Division client (A.A.C. R6-6-101.70 and A.A.C. Title 9, Chapter 22, Article 10).
- 6.1.31 "Third Party Payor" means any individual, entity or program that is or may be liable to pay all or part of the medical cost of injury, disease or disability of a Division client (A.A.C. R6-6-101.71).

6.2 Agreement Interpretation

6.2.1 <u>Arizona Law.</u>

The law of Arizona applies to this agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and A.R.S. 36-557(B) and its implementing rules.

- 6.2.2 <u>Implied Agreement Terms.</u>
 - Each provision of law and any terms required by law to be in this agreement are a part of this agreement as if fully stated in it.
- 6.2.3 <u>Agreement Order of Precedence.</u>
 In the event of a conflict in the provisions of the agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 6.2.3.1 Qualified Vendor Award;
- 6.2.3.2 DES/DDD Standard Terms and Conditions;
- 6.2.3.3 Service Requirements/Scope of Work and Service Specifications;
- 6.2.3.4 Rates;
- 6.2.3.5 Information entered into the Qualified Vendor Application and Directory System (most recently approved); and
- 6.2.3.6 Attachments to information entered into the Qualified Vendor Application and Directory System (most recently approved).

6.2.4 <u>Relationship of Parties.</u>

The Qualified Vendor under this agreement is an independent Qualified Vendor. Neither party to this agreement shall be deemed to be the employee or agent of the other party to the agreement.

6.2.5 Severability.

The provisions of this agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the agreement.

6.2.6 No Parol Evidence.

This agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

6.2.7 No Waiver.

Either party's failure to insist on strict performance of any term or condition of the agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

6.2.8 Headings.

The section headings used in the agreement are for reference and convenience only and shall not enter into any interpretation of the agreement.

6.3 Agreement Administration and Operation

6.3.1 Records.

- 6.3.1.1 Under A.R.S. § 35-214 and A.R.S. § 35-215, the Qualified Vendor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the agreement for a period of five years after the completion of the agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Qualified Vendor shall produce a legible copy of any or all such records.
- 6.3.1.2 Records that relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this agreement, or costs and expenses of this agreement as to which exception has been taken by the State, shall be retained by the Qualified Vendor until such grievances, disputes, litigation, claims or exceptions have been resolved.
- 6.3.1.3 The Qualified Vendor shall provide all reports requested by the Department, the Division and/or the AHCCCS and all information from its records relating to the performance of this agreement that the Department, the Division and/or the AHCCCS may reasonably require. The Qualified Vendor reporting requirements hereunder may include, but are not limited to, timely and detailed utilization statistics, information and reports.
- 6.3.1.4 The Qualified Vendor shall follow all policies and procedures of the Division for the acceptance, retention, disposition, and accounting for client funds. The Qualified Vendor also shall develop and maintain internal policies and procedures for the administration of such funds.

- 6.3.1.5 The Division is responsible for submission of accurate encounters to AHCCCSA for all agreement services rendered to eligible members by the Qualified Vendor and any subcontractor. Claims filed by the Qualified Vendor are the basis of the encounter submission by the Division.
- 6.3.1.6 Agreement service records will be maintained in accordance with this agreement. Records shall, as applicable, meet the following standards:
- 6.3.1.6.1 Adequately identify the service provided;
- 6.3.1.6.2 Include personnel records, which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 6.3.1.6.3 Include time and attendance records for individual employees to support all salaries and wages paid and claims for payment from the Division;
- 6.3.1.6.4 Include records of the source of all receipts and the deposit of all funds received by the Qualified Vendor;
- 6.3.1.6.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the agreement;
- 6.3.1.6.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the agreement; and
- 6.3.1.6.7 Include copies of lease/rental contracts, mortgages and/or any other contracts, which in any way may affect agreement expenditures.
- 6.3.2 <u>Non-Discrimination.</u>
 The Qualified Vendor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act and including:
- 6.3.2.1 Unless exempt under Federal law, the Qualified Vendor shall comply with Title VII of the Civil Rights Act of 1964 as amended. The Qualified Vendor shall comply with the Age Discrimination in Employment Act. The Qualified Vendor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Qualified Vendor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 6.3.2.2 If Qualified Vendor is an Indian Tribal Government, Qualified Vendor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Qualified Vendor to engage in Indian preference in hiring.
- 6.3.2.3 The Qualified Vendor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, services on the basis of race, color, or national origin. The Qualified Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of programs, services and activities.

- 6.3.2.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to consumers:
 - "Under the Americans with Disabilities Act, the (*insert Qualified Vendor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. For example, this means that if necessary, the (*insert Qualified Vendor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Qualified Vendor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. Please contact: (*insert Qualified Vendor contact person and phone number here*)"
- 6.3.3 Audit.
- 6.3.3.1 Pursuant to ARS § 35-214, at any time during the term of this agreement and five years thereafter, the Qualified Vendor's and/or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement or subcontract.
- 6.3.3.2 All Qualified Vendors are subject to the programmatic and fiscal monitoring requirements of each Department program to insure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Qualified Vendors receiving more than \$100,000 from the Division is an annual financial audit, which includes Division agreement numbers and payment amounts. Audits must be conducted in accordance with general accepted audit procedures. The Audit Report, Management Letter and Auditor's Opinion must be submitted to the Division person designated to receive notices within 30 days after completion of the audit.
- 6.3.3.2.1 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 and any other applicable statutes, rules, regulations, and standards.
- 6.3.3.2.2 The annual financial audit must disclose the Division lines of business (including assets, liabilities, equity, revenue, expenses, and cash flows) independent of any other lines of business in which the Qualified Vendor may be engaged. The financial statements must at least separate the Division lines of business in the form of additional supplemental schedules, if they are not separately presented in the financial statements themselves.

6.3.4 Notices.

Notices to the Qualified Vendor required by this agreement shall be made by the State to the person indicated on the Qualified Vendor Application form submitted by the Qualified Vendor unless otherwise stated in the agreement. Notices to the State required by the agreement shall be made by the Qualified Vendor to the Division's Contract Management Section at the following address:

Contract Management Section
Business Operations – Site Code 791A
Division of Developmental Disabilities
Arizona Department of Economic Security
P.O. Box 6123
Phoenix, Arizona 85005

An authorized Procurement Officer and an authorized Qualified Vendor representative may change their respective person to whom notice shall be given by written notice and an amendment to the agreement shall not be necessary. All notices shall reference the agreement number.

- 6.3.5 Advertising and Promotion of Agreement.

 The Qualified Vendor shall not advertise or publish information for commercial benefit concerning this agreement without the prior written approval of the Division.
- 6.3.6 Property of the State.
- 6.3.6.1 Any materials, including reports, computer programs and other deliverables, created under this agreement are the sole property of the State. The Qualified Vendor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Qualified Vendor shall not use or release these materials without the prior written consent of the State.
- 6.3.6.2 The Federal and State governments reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State government purposes such materials, reports, data or information system, software, documentation and manuals.
- 6.3.6.3 At the termination of the agreement, the Qualified Vendor shall make available all such materials, reports, data and information to the Division within 30 days following termination of the agreement or such longer period as approved by the Division.
- 6.3.7 Confidentiality.

The Qualified Vendor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of agreement services. To the extent permitted by law, the Qualified Vendor shall release information to the Department and the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

6.3.8 Agreement Extension.

This agreement may be extended or renewed for up to five 12-month terms, with all agreements ending June 30, 2009. The Procurement Officer may exercise the Division's option to extend or renew the contract by unilateral agreement amendment; a written amendment signed by both parties shall not be necessary.

6.3.9 Agreement Term.

The term of this agreement shall be the period of time from the agreement begin date to the agreement termination date as awarded or extended. The begin date of the agreement term is the date that the Qualified Vendor may start to provide services under this agreement. The Qualified Vendor will not be paid or reimbursed for agreement services provided prior to the begin date. However, payments or reimbursements shall not be made under this agreement until the effective date of this agreement.

6.3.10 Cooperation.

The Division may undertake or award other contracts for additional work related to the work performed by the Qualified Vendor, and the Qualified Vendor shall fully cooperate with such other Qualified Vendor and State employees, and carefully fit its own work to such other Qualified Vendor work. The Qualified Vendor shall not commit or permit any act, which will interfere with the performance of work by any other Qualified Vendor or by State employees. The Qualified Vendor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Qualified Vendor to other Qualified Vendor(s).

6.3.11 Technical Assistance.

The Division may, but shall not be obligated to, provide technical assistance to the Qualified Vendor in the administration of agreement services, or relating to the terms and conditions, policies and procedures governing this agreement. Notwithstanding the foregoing, the Qualified Vendor shall not be relieved of full responsibility and accountability for the provision of agreement services in accordance with the terms and conditions set forth herein.

6.3.12 Enrollment; Disenrollment.

Procedures for enrollment of an individual in Qualified Vendor services and termination of enrollment with the Qualified Vendor shall be in accordance with the agreement and all applicable Division and/or AHCCCS rules and policies.

6.4 Costs and Payments

6.4.1 Payments.

- 6.4.1.1 Upon delivery of goods or services, the Qualified Vendor shall submit a complete and accurate invoice to be paid by the State within 30 days of receipt.
- 6.4.1.2 The Qualified Vendor is paid a specified amount for each unit of service or deliverable as designated in the service specification and published rate or negotiated rate, not to exceed the maximum number of units indicated by the authorization for each agreement service/deliverable.

- 6.4.1.3 The Qualified Vendor shall report agreement expenditures to the Division in the manner prescribed by the "Records," "Audits," and "Reporting Requirements" sections of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Division shall authorize payment or reimbursement in accordance with the method(s) indicated by this agreement.
- 6.4.1.4 If the Qualified Vendor is in any manner in default in the performance of any obligation under this agreement, or if audit exceptions are identified, the Division may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
- 6.4.1.5 Under no circumstances shall the Division make payment to the Qualified Vendor that exceeds the authorization. Under no circumstances shall the Division make payment to the Qualified Vendor for services performed prior to or after the term of the agreement without timely extension or renewal of the agreement. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to licensing if licensing is required. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to certification. Under no circumstances shall the Division make payment to the Qualified Vendor for services delivered prior to AHCCCS registration.
- 6.4.1.6 Claims by the Qualified Vendor shall be submitted to the Division on the Division's approved Billing Document. The Qualified Vendor shall be required to make any change in claims format required by the Division, AHCCCS or the Federal government under the electronic submission requirements of the Health Insurance Portability and Accountability Act of 1996.
- 6.4.1.7 The Division is not obligated to pay for services provided without prior authorization. Claims for services delivered shall be initially received by the Division not later than nine months after the last date of service shown on the claim. A resubmitted claim shall not be considered for payment unless it is received by the Division as a clean claim not later than 12 months after the last date of service shown originally on the claim.
- 6.4.1.8 For the purpose of determining the date of receipt of a claim, the date of receipt is the date the Division receives the claim. Only claims received by the Division in accordance with the provisions of this section will be considered for payment.
- 6.4.1.9 Any payment reconciliation shall be submitted in writing, complete with all backup documentation, no later than 60 days from agreement termination date or renewal date. The Division will determine if additional payment is due to the Qualified Vendor. Failure to submit information within the 60 day timeline will result in forfeiture of any payment determined appropriate.
- 6.4.1.10 The Qualified Vendor shall obtain any necessary authorization from the Division or AHCCCSA for services provided to members and shall comply with encounter reporting and claims submission requirements of the Division and AHCCCS.
- 6.4.1.11 Corrections to claims submitted to the Division in which an underpayment was made due to either billing errors or an error on the part of the Division when paying must be

made within a 12 month period of time following delivery of service. Underpayment billing corrections will not be considered beyond 12 months from service delivery.

6.4.2 Applicable Taxes.

6.4.2.1 *Payment of Taxes by the State*

The State shall pay only the rate and/or amount of taxes identified in the agreement.

6.4.2.2 State and Local Transaction Privilege Taxes

The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

6.4.2.3 *Tax Indemnification*

The Qualified Vendor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Qualified Vendor. The Qualified Vendor shall, and require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6.4.2.4 *IRS W9 Form*

In order to receive payment under the agreement, the Qualified Vendor shall have a current I.R.S. W9 Form on file with the State of Arizona and shall submit a W9 upon request by the Division. A W9 will need to be submitted if there are any changes to the Qualified Vendor's address, name, telephone number or other information.

6.4.3 Availability of Funds.

Funds may not presently be available for performance under this agreement beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The State shall make reasonable efforts to secure such funds. The Division may reduce payments or terminate this agreement without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds.

6.4.4 Certification of Cost or Pricing Data.

By signing the Qualified Vendor Application, agreement, agreement amendment or other official form, the Qualified Vendor is certifying that, to the best of the Qualified Vendor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Qualified Vendor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the State may include overhead, profit or fees. The certifying of cost or pricing data does not apply when agreement rates are set by law or regulation.

- 6.4.5 <u>Fees and Program Income.</u>
- 6.4.5.1 The Qualified Vendor shall impose no fees or charges of any kind upon consumers for services authorized under this agreement.
- 6.4.5.2 The Qualified Vendor shall not submit a claim, demand, or otherwise collect payment from a member for ALTCS services in excess of the amount paid to the Qualified Vendor by the AHCCSA or the Division. The Qualified Vendor shall not bill or attempt to collect payment directly or through a collection agency from a person claiming to be ALTCS eligible without first receiving verification from the AHCCCSA that the person was ineligible for ALTCS on the date of service or that services provided were not ALTCS covered services (A.A.C. R9-22-702).
- 6.4.5.3 The Division shall collect Client Share of Cost as described in A.A.C. R9-28-404. The Qualified Vendor may not collect this amount from members.
- 6.4.5.4 Members may be assessed a cost sharing requirement in the form of a co-payment for certain medical services (A.A.C. R9-22-711). Residential Qualified Vendors may need to facilitate payment of this charge from client trust fund accounts.
- 6.4.6 Levels of Service.
- 6.4.6.1 The Division makes no guarantee to purchase specific quantities of goods or services, or to refer members as may be identified or specified herein. Further, it is understood and agreed that this agreement is for the sole convenience of the Division and that the Division reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Division.
- 6.4.6.2 Any administration within the Department may obtain services under this agreement.
- 6.4.6.3 The Division makes no guarantee to purchase all of the service capacity or to provide any number of referrals.
- Any change in client residential placement requires approval by the Division District Administration. Division District Administration reserves the authority to make any and all determinations regarding client need. Except in an emergency need situation, changes in residential placement require 60 day written prior notification by either the Qualified Vendor or the Division of Developmental Disabilities.
- 6.4.7 <u>Payment Recoupment.</u>
 The Qualified Vendor must reimburse the Division upon demand or the Division may deduct from future payments the following:
- 6.4.7.1 Any amounts received by the Qualified Vendor from the Division for agreement services which have been inaccurately reported or are found to be unsubstantiated;
- 6.4.7.2 Any amounts paid by the Qualified Vendor to a subcontractor if the Qualified Vendor entered into the agreement without advance notice to the Division;
- 6.4.7.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these terms and conditions;
- 6.4.7.4 Any amounts paid by the Division for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 6.4.7.5 Any amounts paid or reimbursed in excess of the agreement or service reimbursement ceiling;

- 6.4.7.6 Any amounts paid to the Qualified Vendor, which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions;
- 6.4.7.7 Any payments made for services rendered before the agreement begin date or after the agreement termination date; and
- 6.4.7.8 Any amounts received by the Qualified Vendor from the Division that are identified as a financial audit exception.
- 6.4.8 <u>Reporting Requirements.</u>
- 6.4.8.1 Unless otherwise provided in this agreement, reporting shall adhere to the following schedule: no later than the 15th day following the end of each month during the agreement term the Qualified Vendor shall submit required programmatic and financial reports to the Division in the form set forth in the agreement or as required by the Division. Failure to submit accurate and complete reports by the 15th day following the end of a month may result, at the option of the Division, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Division, in a forfeiture of such payment.
- No later than the 45th day following the termination of this agreement, the Qualified Vendor shall submit to the Division a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Division, in forfeiture of final payment.
- 6.4.8.3 All reports shall reference the agreement number and be submitted to the person designated by the Division.
- 6.4.8.4 Earned income reports for employment-related services shall be submitted to the Division by the Qualified Vendor no later than the 15th day of each month. This also applies to Qualified Vendors who contract with another division to provide employment-related services to the Division's clients.
- 6.4.8.5 The Qualified Vendor shall comply with any other reporting requirements as specified in the agreement or as required by the Division.
- 6.4.9 Substantial Interest Disclosure.
- 6.4.9.1 The Qualified Vendor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Qualified Vendor's organization or with which the Qualified Vendor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Qualified Vendor has made a full written disclosure of the proposed payments, including amounts, to the Division.
- 6.4.9.2 Leases or rental contracts or purchase of real property which would be covered by 6.4.9.1 of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 6.4.9.3 For the purpose of this section, "relative" shall have the same meaning as in A.R.S. §38-502.
- 6.4.10 Coordination of Benefits; Third Party Liability Determination.
- 6.4.10.1 When applicable, the Qualified Vendor shall establish and maintain a third party pay or identification process. The Qualified Vendor shall report to the Division any

updates to the client-specific third party liability information. When applicable, the Qualified Vendor shall seek payment from the third party up to the amount of liability before submitting a claim to the Division. When submitting a claim to the Division, the Qualified Vendor shall also provide written documentation acceptable to the Division as to the amount of the third party payment received or as to the rejection or nonpayment of the claim by the third party. Acceptable written documentation shall normally be construed to mean, at a minimum, an "explanation of benefits" form when the third party is an insurance company whose potential liability on the claim arises out of a contract of insurance. To the extent the Division pays all or a portion of a claim of the Qualified Vendor, the Qualified Vendor hereby assigns to the Division all rights it would otherwise have had from the third party or from any other source.

6.4.10.2 AHCCCS rules apply to the coordination of benefits under this agreement.

6.5 Accountability

6.5.1 <u>Professional Standards.</u>

The Qualified Vendor shall deliver services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the agreement.

- 6.5.2 Personnel.
 - The Qualified Vendor's personnel shall satisfy all qualifications, carry out all duties, work the hours and receive the compensation set forth in this agreement.
- 6.5.3 Fingerprinting.
- 6.5.3.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this agreement. For reference, these provisions include, but are not limited to, the following:
- 6.5.3.1.1 Personnel who are employed by the Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid class one or class two fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven business days of employment.
- 6.5.3.1.2 The Qualified Vendor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Division may allow all or part of the costs of fingerprint checks to be included as an allowable cost in the agreement.
- 6.5.3.1.3 Except as provided in A.R.S. § 46-141, this agreement may be cancelled or terminated immediately if a person employed by the Qualified Vendor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 6.5.3.1.4 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms

- provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (F) (as may be amended).
- 6.5.3.1.5 Personnel who are employed by any Qualified Vendor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.
- 6.5.3.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the agreement term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (F) (as may be amended).
- 6.5.3.2 The Qualified Vendor shall comply with the Division of Developmental Disabilities Criminal Acts/Fingerprinting Standards.
- 6.5.4 Evaluation.

The Division may evaluate, and the Qualified Vendor shall cooperate in the evaluation of, agreement services. Evaluation may assess the quality and impact of services, either in isolation or in comparison with other similar services, and assess the Qualified Vendor's progress and/or success in achieving the goals, objectives and deliverables set forth in this agreement.

6.5.5 Visitation, Inspection and Copying.

The Qualified Vendor's or any subcontractor's facilities, services, individuals served, books and records pertaining to the agreement shall be available for visitation, inspection and copying by the Division and any other appropriate agent of the State or Federal Government. At the discretion of the Division, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Division deems it to be an emergency situation, it may at any time visit and inspect the Qualified Vendor's or any subcontractor's facilities, services, and individuals served, as well as inspect and copy their agreement-related books and records.

- 6.5.6 <u>Supporting Documents and Information.</u>
 - In addition to any documents, reports or information required by any other section of this agreement, the Qualified Vendor shall furnish the Division with any further documents and information deemed necessary by the Division.
- 6.5.7 <u>Monitoring.</u>
- 6.5.7.1 The Division may monitor the Qualified Vendor or any subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- 6.5.7.2 The Division will monitor the Qualified Vendor's compliance with the agreement as deemed necessary by the Division. Monitoring may also be conducted, at reasonable times, by parents and consumer representatives, by members of the Developmental Disabilities Advisory Council, and by other recognized, on-going advocacy groups for persons with developmental disabilities. The Qualified Vendor shall adhere to all related policies and procedures the Division deems appropriate to adequately evaluate the quality and impact of services and to establish on-going monitoring of service performance. The Division reserves the right to monitor the actual provision of services for compliance with the DDD Programmatic Standards and to conduct investigations in accordance with the DDD Investigation Standards and to verify staffing levels as authorized by the Division District Administration.
- 6.5.8 <u>Utilization Control/Quality Assurance.</u>
- 6.5.8.1 The Qualified Vendor shall, at all times during the term of this agreement, maintain an internal quality assurance system in accordance with current applicable AHCCCS rules and policies and Federal rules as specified in the current 42 CFR Part 456, as implemented by AHCCCS and the Division. Qualified Vendor requirements shall include, but are not limited to:
- 6.5.8.1.1 Completing statistical or program reports as requested by the Division;
- 6.5.8.1.2 Complying with any recommendations made by the Division's Statewide Quality Management Committee;
- 6.5.8.1.3 Making records available upon request;
- 6.5.8.1.4 Allowing persons authorized by the Division access to program areas at any hours of the day or night as deemed appropriate by the Division; and
- 6.5.8.1.5 Providing program information, upon request, to the Division.
- 6.5.8.2 The Qualified Vendor shall cooperate with the Division and AHCCCS quality assurance programs and reviews.
- 6.5.9 Sanctions Against Qualified Vendor.
- 6.5.9.1 Sanctions imposed against the Division by AHCCCSA for noncompliance with requirements for encounter data reporting, referenced in "Records" of these Terms and Conditions, that would not have been imposed but for the Qualified Vendor's action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.

- Any other sanctions imposed against the Division by AHCCCSA in accordance with applicable AHCCCS rules, policies, and procedures that would not have been imposed but for the Qualified Vendors action or lack thereof will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.9.3 Sanctions imposed against the Division by AHCCCSA for failure of a Qualified Vendor or any subcontractor to submit requested disclosure statements will be assessed dollar for dollar against the Qualified Vendor.
- 6.5.10 Fair Hearings and Consumers' Grievances.
- 6.5.10.1 The Qualified Vendor shall advise all consumers who receive services of their right, at any time and for any reason, to present to the Qualified Vendor and to the Division any grievances arising from the delivery of services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Division may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 6.5.10.2 The Qualified Vendor shall maintain a system, subject to review upon request by the Division, for reviewing and adjudicating grievances by members or subcontractors concerning the actual provision of services and payment for same by or on behalf of the Qualified Vendor. This system shall follow the grievance procedure agreed to by AHCCCSA and the Division in the current AHCCCS/Division intergovernmental agreement and the Division rules and policies.
- 6.5.11 Merger or Acquisition.

A proposed merger, reorganization, affiliation, or change in ownership of the Qualified Vendor shall require prior approval of the Division.

6.6 Agreement Changes

6.6.1 Amendments.

This agreement is issued under the authority of the Procurement Officer who signed this agreement. The agreement may be modified only through an agreement amendment within the scope of the agreement unless otherwise permitted by the Terms and Conditions. Changes to the agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Qualified Vendor are violations of the agreement and of applicable law. Such changes, including unauthorized written agreement amendments shall be void and without effect, and the Qualified Vendor shall not be entitled to any claim under this agreement based on those changes. If an amendment requires the signature of the Qualified Vendor, and the Qualified Vendor fails to sign and return the amendment in the form and within the timeframe specified by the Division, the Division may terminate the agreement.

6.6.2 <u>Updating Information in Qualified Vendor Application and Directory System.</u>

The Qualified Vendor shall update the required information in the Qualified Vendor Application and Directory System as necessary to ensure that the information is current and accurate. Any change to a required field in the Qualified Vendor Application and

Directory System must be approved by the Division and may require an agreement amendment.

6.6.3 Subcontracts.

The Qualified Vendor shall not enter into any subcontract for direct services under this agreement without advance notice to the Division. The subcontract shall incorporate by reference this agreement. The Qualified Vendor shall provide copies of subcontracts relating to the provision of agreement services to the Division upon request. The Qualified Vendor shall be legally responsible for agreement performance whether or not subcontractors are used. No subcontract shall operate to terminate or limit the legal responsibility of the Qualified Vendor to assure that all activities carried out by any subcontractor conform to the provisions of this agreement.

6.6.4 Assignment and Delegation.

The Qualified Vendor shall not assign any right nor delegate any duty under this agreement without advance notice to the Division.

6.7 Risk and Liability

6.7.1 General Indemnification.

To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the State of Arizona shall be indemnified and held harmless by the Qualified Vendor for its vicarious liability as a result of entering into this agreement. Each party to this agreement is responsible for its own negligence.

6.7.2 Indemnification - Patent and Copyright.

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Qualified Vendor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of agreement performance or use by the State of materials furnished or work performed under this agreement. The State shall reasonably notify the Qualified Vendor of any claim for which it may be liable under this section.

6.7.3 Force Majeure.

6.7.3.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this agreement if and to the extent that such party's performance of this agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.7.3.2 Force majeure shall not include the following occurrences:
- 6.7.3.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.7.3.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.7.3.2.3 Inability of either the Qualified Vendor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.7.3.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following business day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by agreement amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this agreement.
- 6.7.3.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.7.4 Third Party Antitrust Violations.

 The Qualified Vendor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Qualified Vendor, toward fulfillment of this agreement.
- 6.7.5 <u>Predecessor and Successor Agreements.</u>

 The execution or termination of this agreement shall not be considered a waiver by the Division of any rights it may have for damages suffered through a breach of this agreement or a prior contract with the Qualified Vendor.
- 6.7.6 <u>Insurance.</u>
 Without limiting any liabilities or any other obligation of the Qualified Vendor, the Qualified Vendor and any subcontractor shall, as applicable, purchase and maintain at all times during the term of this agreement the minimum insurance coverage below:
- 6.7.6.1 Commercial General Liability: Provides coverage for bodily injury and property damage to others as a result of accidents from the premises or operations of the Qualified Vendor. Commercial General Liability: with minimum limits of \$1,000,000 Combined Single Limit (CSL) each occurrence-minimum limits. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Division as an Additional Insured (CG20 10(10-01)) with reference to this contract. The policy shall include coverage for:

Bodily Injury

Broad Form Property Damage Liability (including completed operations) Personal Injury Blanket Contractual Liability

Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation, or termination of the services or work defined in this agreement.

Fire Legal Liability

- 6.7.6.2 Business Automobile Liability, with minimum limits of \$1,000,000 each occurrence combined single limit, with Insurance Service Office, Inc. declarations to include Symbol One (any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and the Division as an Additional Insured with reference to this agreement.
- 6.7.6.3 Workers' Compensation, provides coverage to employees of the Qualified Vendor for injuries sustained in the course of their employment. Coverage should meet the obligations imposed by Federal and State statutes and should also include Employer's Liability. Evidence of qualified self-insured status shall also be accepted. Policy shall include endorsement for All State coverage for state of hire. This section shall not apply to a sole proprietor executing a Sole Proprietor Waiver. Limits: Statutory Requirement Workers Compensation \$100,000 (minimum) Employer's Liability.
- 6.7.6.4 Professional Liability Insurance with minimum limits of \$1,000,000 CSL each occurrence. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this agreement. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work or Service Specifications of this agreement. The State of Arizona and the Division shall be named as the Additional Insured as their interests may appear. The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the agreement.
- 6.7.6.5 Prior to accepting a referral or providing services, the Qualified Vendor shall furnish the Division with Certificates of Insurance that certify that the Qualified Vendor has the required insurance coverage, and include certified copies of endorsements naming the State of Arizona and the Division as Additional Insured. The certificates, insurance policies, and endorsements shall contain a provision that coverages afforded will not be cancelled until at least 60 days prior written notice has been given to the State of Arizona and the Division. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this agreement. The Division reserves the right to request and receive certified copies of any or all of the above policies, endorsements or notices relating thereto. A copy of the Certificate of Insurance Renewal will be submitted to the Division annually, to the Division of Developmental Disabilities, Business Operations Contracts, Site Code 791A, P.O. Box 6123, Phoenix, Arizona 85005.
- 6.7.6.6 Failure on the part of the Qualified Vendor to meet these requirements shall constitute a material breach of this agreement, upon which the State of Arizona and the Division may immediately terminate this agreement or, at either's discretion, procure or renew

such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Division shall be repaid by the Qualified Vendor on demand, or the State of Arizona and the Division may offset the cost of premiums against any monies due to the Qualified Vendor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the Division. Qualified Vendor and its insurer(s) provided the required coverages shall waive their rights of recovery against the State of Arizona, its Divisions, Employees and Officers, Agencies, Boards and Commissions.

6.8 Warranties

- 6.8.1 Year 2000.
- 6.8.1.1 Notwithstanding any other warranty or disclaimer of warranty in this agreement, the Qualified Vendor warrants that all products delivered and all services rendered under this agreement shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this agreement. In addition, the defense of force majeure shall not apply to the Qualified Vendor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 6.8.1.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this agreement, the Qualified Vendor warrants that each hardware, software, and firmware product delivered under this agreement shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the 20th and 21st centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this agreement properly exchanges date-time data with it. If this agreement requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this agreement. In addition, the defense of force majeure shall not apply to the failure of the Qualified Vendor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 6.8.2 Compliance With Applicable Laws.
- 6.8.2.1 The materials and services supplied under this agreement shall comply with all applicable Federal, State and local laws, and the Qualified Vendor shall maintain all applicable license and permit requirements.
- 6.8.2.2 In accordance with A.R.S. § 36-557 (Purchase of community developmental disabilities services; application; agreements; limitation), as applicable, all consumers

- who receive agreement services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 6.8.2.3 Nothing in this agreement shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued, or as consent by an Indian tribe to jurisdiction of any State Court.
- 6.8.2.4 The Qualified Vendor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.
- 6.8.2.5 The Qualified Vendor shall comply with Public Law 101-121, Section 319 (21 U.S.C. Section 1352) and 29 C.F.R. Part 93 which prohibit the use of Federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Qualified Vendor, its employees or agents, shall not utilize any Federal funds under the terms of this agreement to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other Federal law.
- 6.8.2.6 Pursuant to A.R.S. Section 36-557.F.3, agreements for the purchase of residential care services shall provide for mandatory investigation by the Division in response to complaints within ten business days after receipt of a complaint; in those instances, which pose a danger to the health and safety of a Division member, the Division shall conduct the investigation immediately.
- 6.8.2.7 The Qualified Vendor and any subcontractor shall comply with all applicable Federal laws, rules, regulations and policies, including Title XIX of the Social Security Act, the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35), Title 42 of the Code of Federal Regulations, and Title 45 Code of Federal Regulations, Parts 74 and 96. If the Qualified Vendor receives Title XX funds, the Qualified Vendor shall comply with The Arizona Title XX Social Services Plan and Section 2352, Title XX Block Grants, of the Omnibus Budget Reconciliation Act of 1981.
- 6.8.2.8 The Qualified Vendor and any subcontractor shall comply with all applicable licensure, certification, and registration standards established by the Department, the Division, and AHCCCS. The Qualified Vendor and any subcontractor shall comply with all applicable Arizona law and applicable Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, and guidelines, including, but not limited to:
- 6.8.2.8.1 Hiring of ex-offenders;
- 6.8.2.8.2 Fingerprinting of Qualified Vendor's and any subcontractor's staff;
- 6.8.2.8.3 Completing of Fire Risk Profile requirements;
- 6.8.2.8.4 Reporting of unusual incidents involving children and/or adults;
- 6.8.2.8.5 Implementing program audit implementation plans;
- 6.8.2.8.6 Participating as a member of the Individual Service Plan (ISP) team;
- 6.8.2.8.7 Complying with all policies, procedures and instructions regarding ISPs;
- 6.8.2.8.8 Submitting to the Division's case managers copies of the ISP strategies and other

- required documentation;
- 6.8.2.8.9 Providing copies of member/client records, including evaluations and progress reports; and
- 6.8.2.8.10 Ensuring that all movement of Division members, except in emergency need situations, is coordinated through the ISP team. If a member is receiving Title XIX funded services, no member movement shall take place unless it is part of the member's ISP.
- 6.8.2.9 The Qualified Vendor and any subcontractor shall comply with the Occupational Safety and Health Administration (OSHA) regulations regarding bloodborne pathogens, 29 CFR 1910.1030.
- 6.8.2.10 The terms of this agreement shall be subject to the terms of the intergovernmental agreement between the Division and AHCCCS for the provision of services under ALTCS.
- 6.8.2.11 The Qualified Vendor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Qualified Vendor shall notify the Division no later than 120 days prior to any required compliance date if the Qualified Vendor is unwilling to or anticipates that it will be unable to comply with any of the requirements of this section. Receipt by the Division of a notice of anticipated inability or unwillingness to comply as required by this section constitutes grounds for the termination of this agreement.
- 6.8.2.12 Any changes to Federal laws, regulations, or policies, to Arizona law, to Department, Division, or AHCCCS administrative rules, policies, procedures, service standards, or guidelines, or to the intergovernmental agreement between the Division and AHCCCS during the term of this agreement shall apply to the agreement. If the Qualified Vendor or the Division reasonably believes that the change would cause a significant increase or decrease in the cost of providing services under the agreement, then such party may request that the rate be adjusted; however, such request must be submitted to the other party in writing within 30 days of the change. The parties must seek to adjust the rate in good faith. Failure to notify the other party within 30 days waives the right of the party to seek an adjustment. Implementation of any and all rate adjustments is contingent upon availability and authorization to expend the necessary State/Federal funds.
- 6.8.3 <u>Advance Directives.</u>
 - As appropriate, the Qualified Vendor shall comply with Federal and State law on advance directives for adult individuals. Requirements include:
- 6.8.3.1 Maintaining written policies for adult individuals receiving care through the Qualified Vendor regarding the individual's right to make decisions about medical care, including the right to accept or refuse medical care and the right to execute an advance directive. If the Qualified Vendor has a conscientious objection to carrying out an advance directive, it must be explained in policies. (A Qualified Vendor is not prohibited from making objection when made pursuant to A.R.S. 36-3205.C.1.)
- 6.8.3.2 Provide written information to adult individuals regarding an individual's right under

- State law to make decisions regarding medical care and the Qualified Vendor's written policies concerning advance directives (including any conscientious objections).
- 6.8.3.3 Document in the individual's medical record as to whether the adult individual has been provided the information and whether an advance directive has been executed.
- 6.8.3.4 Shall not discriminate against an individual because of his or her decision to execute or not execute an advance directive, and not making it a condition for the provision of care.
- 6.8.3.5 Provide education for staff on issues concerning advance directives including notification of direct care providers of services of any advanced directives executed by members to whom they are assigned to provide care.
- 6.8.4 Group Homes for Juveniles.

 If the Qualified Vendor provides contracted services in a group home as defined in A.R.S. 36-1301, the following shall apply:
- 6.8.4.1 The Qualified Vendor shall agree to the following:
- 6.8.4.1.1 The group home shall provide a safe, clean and humane environment for the residents.
- 6.8.4.1.2 The group home is responsible for the supervision of the residents while in the group home environment or while residents are engaged in any off-site activities organized or sponsored by and under the direct supervision and control of the group home or affiliated with the group home.
- 6.8.4.2 All group homes shall be licensed by either the Department of Health Services or the Department of Economic Security.
- 6.8.4.3 The award of an agreement is not a guarantee that children will be placed at the group home.
- 6.8.4.4 In addition to any other remedies available to the Division, the following agreement remedies shall apply:
- 6.8.4.4.1 The Division may remove residents from the group home or may suspend new placements to the group home until the contracting violation is corrected.
- 6.8.4.4.2 The Division may cancel the agreement.
- 6.8.4.5 Within ten business days after the Division receives a complaint relating to a group home the Division shall notify the Qualified Vendor and either initiate an investigation or refer the investigation to the licensing authority.

 If any complaint concerns an immediate threat to the health and safety of a child, the Division will immediately refer the complaint to the licensing authority.
- 6.8.4.6 If the Division determines that a violation has occurred, it shall:
- 6.8.4.6.1 Notify all other contracting authorities of the violation.
- 6.8.4.6.2 Coordinate a corrective action plan consistent with the severity of the violation.
- 6.8.4.6.3 Require the corrective action plan to be implemented within 90 days.
- 6.8.4.7 If a licensing deficiency is not corrected in a timely manner to the satisfaction of the licensing authority, the Division may cancel the agreement immediately on notice to the Qualified Vendor and may remove the residents.

6.8.5 <u>Service Process for Wards of the State.</u>

In the event that an individual calls or appears at a physical location of the Qualified Vendor seeking to service process (summons and complaint, petition or subpoena, etc.) upon a minor who is in the physical custody of the Qualified Vendor but is a ward of the State of Arizona, Department of Economic Security, Qualified Vendor agrees not to accept service of that/those document(s) and to refer the individual to the child's Support Coordinator. If, by error, Qualified Vendor or its agent accepts any service of process, a copy shall immediately be forwarded to the child's Support Coordinator and shall also contain a transmittal memorandum that indicates the date the legal document was received, the person receiving it and the place of service, as well as the child to whom it refers.

6.8.6 Gratuities.

The Qualified Vendor or its representative shall not offer or make employment or a gratuity to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the agreement, an amendment to the agreement, or favorable treatment concerning the agreement, including the making of any determination or decision about agreement performance.

- 6.8.7 Suspension or Debarment.
- 6.8.7.1 The Qualified Vendor shall not be debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity.
- 6.8.7.2 The Qualified Vendor shall not employ, consult, subcontract or otherwise reimburse for services any person or entity that is debarred, suspended or otherwise excluded from public procurement activity. This prohibition extends to any person or entity that employs, consults, subcontracts with or otherwise reimburses for services any person or entity substantially involved in the management of another entity that is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.7.2 The Qualified Vendor shall not retain as a director, officer, partner or owner of five percent or more of the Qualified Vendor, any person, or affiliate of such a person, who is debarred, suspended or otherwise excluded from public procurement activity.
- 6.8.8 Survival of Rights and Obligations after Agreement Expiration or Termination.
 All representations and warranties made by the Qualified Vendor under this agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

6.9 State's Contractual Remedies

6.9.1 Right to Assurance.

If the State in good faith has reason to believe that the Qualified Vendor does not intend to, or is unable to perform or continue performing under this agreement, the Division may demand in writing that the Qualified Vendor give a written assurance of intent to perform. Failure by the Qualified Vendor to provide written assurance within

the number of days specified in the demand may, at the State's option, be the basis for terminating the agreement.

- 6.9.2 Stop Work Order.
- 6.9.2.1 The State may, at any time, by written order to the Qualified Vendor, require the Qualified Vendor to stop all or any part of the work called for by this agreement for a period of 90 days after the order is delivered to the Qualified Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Qualified Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 6.9.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Qualified Vendor shall resume work. The Division shall make an equitable adjustment in the authorization schedule or agreement price, or both, and the agreement shall be amended in writing accordingly.
- 6.9.3 Non-exclusive Remedies.

The rights and the remedies of the State under this agreement are not exclusive.

- 6.9.4 Nonconforming Tender.
 - Reports or other documents supplied under this agreement shall fully comply with the agreement. The delivery of reports or other documents or a portion of the reports or other documents in an installment that do not fully comply constitutes a breach of agreement. On delivery of nonconforming reports or other documents, the State may terminate the agreement for default as defined in Section 6.10.6 Termination for Default, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 6.9.5 Right of Offset.

The State shall be entitled to offset against any sums due the Qualified Vendor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Qualified Vendor's non-conforming performance or failure to perform the agreement, including expenses, costs and damages.

- 6.9.6 Provisions for Default.
 - In addition to any other remedies available to the Division, if the Qualified Vendor fails to comply with a term of the agreement, the Division may take one or more of the following actions:
- 6.9.6.1 Withhold payment in whole or in part;
- 6.9.6.2 Suspend enrollment; or
- 6.9.6.3 Suspend the agreement in whole or in part, remove the Qualified Vendor from the Qualified Vendor List, and enroll individuals with another Qualified Vendor.

6.10 Agreement Termination

6.10.1 Cancellation for Conflict of Interest.

Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the Qualified Vendor receives written notice of the cancellation unless the notice specifies a later time. If the Qualified Vendor is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511.

6.10.2 Gratuities.

The State may, by written notice, terminate this agreement, in whole or in part, if the State determines that employment or a gratuity was offered or made by the Qualified Vendor or a representative of the Qualified Vendor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the agreement, an amendment to the agreement, or favorable treatment concerning the agreement, including the making of any determination or decision about agreement performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Qualified Vendor.

6.10.3 Suspension or Debarment.

The State may, by written notice to the Qualified Vendor, immediately terminate this agreement if the State determines that the Qualified Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. This prohibition extends to any entity, which employs, consults, subcontracts with or otherwise reimburses for services any person substantially involved in the management of another entity, which is debarred, suspended, or otherwise excluded from Federal procurement activity.

6.10.4 Termination for Convenience.

The State reserves the right to terminate the agreement, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Qualified Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this section, all documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State. The Qualified Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10.5 <u>Termination upon Request of the Qualified Vendor.</u>

The State shall terminate the agreement upon request of the Qualified Vendor. The Qualified Vendor shall provide at least 60 days written notice to the Division setting forth the reasons for requesting termination. The Division shall provide written notice of acceptance of such termination and the termination date. Upon termination, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State on demand. The State may, upon termination, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.

6.10.6 Termination for Default.

- 6.10.6.1 The State reserves the right to terminate the agreement in whole or in part when a Qualified Vendor no longer meets the criteria defined in the Request for Qualified Vendor Applications; for non-compliance with the agreement requirements; or for failure to maintain a valid license, AHCCCS registration or Division certification, as appropriate. The Division shall provide written notice of the termination and the reasons for it to the Qualified Vendor.
- 6.10.6.2 Upon termination under this section, all goods, materials, documents, data and reports prepared by the Qualified Vendor under the agreement shall become the property of and be delivered to the State on demand.
- 6.10.6.3 The State may, upon termination of this agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this agreement. The Qualified Vendor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Qualified Vendor.
- 6.10.6.4 This agreement may immediately be terminated if the Division determines that the health or welfare or safety of consumers is endangered.
- 6.10.7 <u>Continuation of Performance Through Termination.</u>

 The Qualified Vendor shall continue to perform, in accordance with the requirements of the agreement, up to or beyond the date of termination, as directed in the termination notice.
- 6.10.8 <u>Termination for Any Reason.</u>
- 6.10.8.1 In the event of termination or suspension of the agreement by the Division, such termination or suspension shall not affect the obligation of the Qualified Vendor to indemnify the Division, the Department and the State for any claim by any other party against the Division, the Department and/or the State arising from the Qualified Vendor's performance of this agreement and for which the Qualified Vendor would otherwise be liable under this agreement. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. or an obligation is unauthorized under A.R.S. §35-154, the provisions of this section shall not apply.

- 6.10.8.2 In the event of early termination, any funds advanced to the Qualified Vendor shall be returned to the Division within ten days after the date of termination or upon receipt of notice of termination of the agreement, whichever is earlier.
- 6.10.8.3 In the event the agreement is terminated, with or without cause, or expires, the Qualified Vendor shall assist the Division in the transition of members to other Qualified Vendors in accordance with applicable rules and policies. Such assistance shall include but shall not be limited to:
- 6.10.8.3.1 Forwarding program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records shall be borne by the Qualified Vendors.
- 6.10.8.3.2 Notifying of subcontractors and members.
- 6.10.8.3.3 Facilitating and scheduling medically necessary appointments for care and services.
- 6.10.8.3.4 Providing all reports set forth in this agreement.
- 6.10.8.3.5 Making provisions for continuing all management/administrative services until the transition of members is completed and all other requirements of this agreement are satisfied.
- 6.10.8.3.6 If required by the Division, extending performance until suitable arrangements have been made by the Division for a replacement Qualified Vendor.
- 6.10.8.3.7 If required by the Division, at the Qualified Vendor's own expense, assisting in the training of personnel.
- 6.10.8.3.8 Paying all outstanding obligations for care rendered to members.
- 6.10.8.3.9 Providing the following financial reports to the Division until the Division is satisfied that the Qualified Vendor has paid all such obligations: (a) a monthly claims aging report by provider/creditor including Incurred But Not Reported (IBNR) amounts; (b) a monthly summary of cash disbursements; and (c) copies of all bank statements received by the Qualified Vendor in the preceding month for Qualified Vendor's bank accounts. All reports in this section shall be due on the fifth day of each succeeding month for the prior month.
- 6.10.9 In the event the agreement is terminated in part, the Qualified Vendor shall continue the performance of the agreement to the extent not terminated.

6.11 Agreement Claims

All agreement claims or controversies under this agreement shall be according to A.R.S. §36-557(B), and rules adopted thereunder.

SECTION 7 SERVICE SPECIFICATIONS

This section sets forth the service specifications for each of the following services:

Home-Based Services

- □ Attendant Care
- □ Habilitation, Community Protection and Treatment Hourly
- □ Habilitation, Support
- Housekeeping
- □ Respite

Day Treatment and Training Services

- □ Day Treatment and Training, Adult
- □ Day Treatment and Training, Child (After-School)
- □ Day Treatment and Training, Child (Summer)

Developmental Home Services

- ☐ Habilitation, Vendor Supported Developmental Home (Child and Adult)
- □ Room and Board, Vendor Supported Developmental Home (Child and Adult)

Independent Living Services

□ Habilitation, Individually Designed Living Arrangement

Group Home Services

- □ Habilitation, Community Protection and Treatment Group Home
- □ Habilitation, Group Home
- □ Habilitation, Nursing Supported Group Home
- □ Room and Board, All Group Homes

Professional Services

- □ Home Health Aide
- □ Nursing
- Occupational Therapy
- Occupational Therapy Early Intervention
- Physical Therapy
- □ Physical Therapy Early Intervention
- □ Speech Therapy
- □ Speech Therapy Early Intervention

Other Services

□ Transportation

In addition to the general requirements included in Section 5 and the terms and conditions in Section 6, the Qualified Vendor shall meet the requirements in the applicable service specification for each service the Qualified Vendor agrees to provide to eligible consumers.

ATTENDANT CARE

Service Description

This service provides a qualified attendant to supply needed services in order for the consumer to remain in his/her home and/or participate in work/community activities.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 The consumer's home; or
 - 1.2 The consumer's community.
- 2. This service shall not be provided while the consumer is attending day treatment and training.
- 3. This service shall not be provided when the consumer is hospitalized or otherwise receiving institutional services except prior to discharge to allow the consumer to return to a safe and sanitary environment.
- 4. This service shall not be provided to consumers living in group homes, developmental homes (child or adult) skilled nursing facilities, intermediate care facilities for the mentally retarded (ICFs/MR), or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

- 1. To assist the consumer to attain or maintain safe and sanitary living conditions and/or maintain personal cleanliness and activities of daily living.
- 2. To assist the consumer to remain in his/her home and/or participate in community activities.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

1. Develop and implement a schedule and general plan of care (Attendant Care Agreement).

- 2. Provide assistance to maintain personal cleanliness and in activities of daily living that do not require medical supervision or intervention. Tasks may include but are not limited to:
 - 2.1 Bathing;
 - 2.2 Oral hygiene;
 - 2.3 Toileting;
 - 2.4 Bowel and bladder care;
 - 2.5 Dressing;
 - 2.6 Shampooing;
 - 2.7 Ambulation;
 - 2.8 Transfer to and from wheelchair and/or bed;
 - 2.9 Eating and meal preparation;
 - 2.10 Routine nail and skin care;
 - 2.11 Tasks necessary for comfort and safety of movement restricted consumers; and
 - 2.12 Assisting with special appliances and/or prosthetic devices.
- 3. Provide assistance by planning, shopping, storing, and cooking food for nutritional meals.
- 4. Assist consumer to participate in the community and activities of daily living (e.g., church, shopping).
- 5. Assist in providing appropriate attention to injury and illness; maintain skin integrity including the provision of first aid (i.e., prevention of pressure sores). Refer for appropriate action all consumers who present additional medical or social problems during the course of the service delivery.
- 6. Assist with self-medication or medication reminders.
- 7. Provide assistance to attain or maintain safe and sanitary living conditions. Tasks may include but are not limited to:
 - 7.1 Dusting;
 - 7.2 Cleaning floors, bathrooms, oven, refrigerator, and windows (if necessary for safe or sanitary living conditions);
 - 7.3 Cleaning kitchen, washing dishes, routine maintenance and cleaning of household appliances;
 - 7.4 Changing linens and making bed;
 - 7.5 Washing, drying and folding the consumer's laundry (ironing only if necessary);
 - 7.6 Shopping for and storing household supplies and medicines;
 - 7.7 Taking garbage out; and
 - 7.8 Other duties as determined appropriate and necessary by the consumer's ISP team.

- 8. In unusual circumstances, the following tasks may be performed:
 - 8.1 To attain safe living conditions:
 - 8.1.1 Heavy cleaning such as washing walls or ceilings; and
 - 8.1.2 Yard work such as cleaning the yard and hauling away debris.
 - 8.2 To assist the consumer in obtaining and/or caring for basic material needs for water, heating, and food.

Service Utilization Guidelines

- 1. Using the assessment and plan development processes, needs are assessed by the ISP team based upon what is normally expected to be performed by a consumer and/or his/her natural supports. Consideration should be made to age appropriate expectations of the consumer and his/her natural supports (what can reasonably be expected of each member based on his/her age). This service shall not supplant the care provided by the consumer's natural supports.
- 2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
- 3. Housekeeping tasks are to be performed only for the consumer's areas of the home or common areas of the home used by the consumer.
- 4. The consumer or family is expected to provide all necessary housekeeping and personal care supplies.
- 5. The consumer or family is responsible to provide money for supplies and food in advance of the purchase if the attendant is expected to shop for food and household supplies.

Rate

Published.

Unit of Service

- 1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.

2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff shall have the ability to provide assistance to a consumer to meet essential personal, physical, and homemaking needs. This ability includes social, physical, and emotional fitness.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall maintain a copy of the Attendant Care Agreement on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall prepare and submit monthly attendant care reports to the support coordinator.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HABILITATION, COMMUNITY PROTECTION AND TREATMENT HOURLY

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers with intensive behavioral support needs or who otherwise meet the criteria for community protection and treatment.

In general, this service is designed to protect Community Protection and Treatment Program eligible consumers as well as the general public from possible harm and provide treatments and related supports designed to ameliorate symptoms, disorders or behaviors that have interfered with the consumer's full inclusion in the community.

Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development. These services must capture community strengths and resources and be designed with clear and therapeutic measurable outcomes.

Community Protection and Treatment is designed to be a time-limited program based on the needs and progress of the person.

Service Setting

- 1. This service may be provided in any setting authorized by the Division.
- 2. This service shall not be provided when the consumer is hospitalized.
- 3. This service shall not be provided to consumers living in skilled nursing facilities, ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

The foundation for achieving all service goals and objectives will be a person-centered plan that will minimally consist of the following focuses: a common understanding of the person from a strengths/needs perspective, developing a shared vision of the future that reflects a shared commitment for a quality life for the person, a listing of the opportunities and obstacles for reaching that vision, and a review process for checking progress over time.

- 1. To provide services that facilitate treatment with interventions designed accordingly:
 - 1.1 To provide integrated treatment goals, objectives, and therapeutic interventions that assist program participants to function safely in society and avoid offending or re-offending.
 - 1.2 To provide training, therapy and supervision, whether voluntary or court ordered, for consumers to increase or maintain their self-help, socialization, and adaptive skills to better live successfully in the community and continue to remain out of prison or psychiatric settings.
 - 1.3 To assist the consumer in defining, achieving and maintaining a quality of life that corresponds to the consumer's vision of the future.
 - 1.4 To include the consumer in both development and implementation; the program should be respectful to the consumer, with positive supports and collaboration with both the consumer and team members.
- 2. To provide services that facilitate protection with interventions designed accordingly:
 - 2.1 To provide environmental and programmatic safeguards and structures that protect the consumer as well as neighbors and community members from those behaviors that endanger the consumer, other people or property and/or interfere with the rights of others.
 - 2.2 To support consumers to make positive choices to resolve or contain the behaviors that require intensive intervention and supervision, thus reducing the need for protective measures.
 - 2.3 To be respectful to the consumer, with positive supports and collaboration with both the consumer and team members.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

- 1. In accordance with the consumer's Person Center Plan and ISP processes, determine the habilitation needs of the consumer in order to ensure that consumers are provided the appropriate habilitation services and other needed supports, as well as appropriate implementation strategies, and develop a support plan including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s).
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the Person Centered Plan or ISP team.

- 2. As identified in the consumer's ISP or Person Centered Plan and support plan, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing positive behavior support and intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities, as identified within the consumer's ISP.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- 6. Provide transportation to and from the program if identified as needed in the consumer's ISP and authorized by the Division.
- 7. Provide transportation necessary to support program activities.

- 8. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, or others upon request.
- 9. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, behavioral health providers, and schools are coordinated to meet the needs of the consumers served.
- 10. Assist the consumer's ISP team in the development of the Emergency Contact Plan, Risk Assessment and the Discharge/Transition Checklist.
- 11. Provide security precautions for protection of neighbors and other community citizens to the extent possible.
- 12. Provide a structured, specialized environment.
- 13. Provide collaboration and coordination with appropriate community resources, such as local government, parole officers, and law enforcement agencies.

Service Utilization Guidelines

- 1. Utilization and authorization of services for each site will be determined based on the needs of all of the consumers at that site and will be revised as needs change.
- 2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
- 3. The Qualified Vendor must comply with staffing levels as authorized by the Division staff and work in cooperation with the Division staff and the consumer's ISP team to reduce staffing level supports as the consumer requires less intensive supervision.

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Unit of Service

- 1. The basis of payment for this service is one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer and includes transportation time with a consumer in support of program activities. When billing, the Qualified Vendor should round units of service to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff at the same time.

Direct Service Staff Qualifications

- 1. Direct service staff must:
 - Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
 - 1.2 Have both three months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
 - 1.3 Perform three months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
- 2. The Qualified Vendor must require staff to complete the following training (to be reviewed and approved by the Division's Director of Clinical Services) prior to start of work but not limited to:
 - 2.1 Defining both challenging and desired behaviors in observable and measurable terms;
 - 2.2 Describing several strengths of consumers as well as needs and how these relate to challenging behaviors;
 - 2.3 Describing the values of the consumer and how they might contribute to the challenging behaviors;
 - 2.4 Identifying the consumer's most effective learning style;
 - 2.5 Involving the person's family and supportive others in identifying strengths/needs;
 - 2.6 Identifying the need for the consumer to have an assessment/reassessment to determine if behavioral health needs are being met;
 - 2.7 Staff and/or victim grooming and manipulation techniques;
 - 2.8 The therapy "triangle relationship" that can occur;

- 2.9 Recognizing emotional responses;
- 2.10 Offense patterns;
- 2.11 Ways to develop mutually respectful and trusting relationships while guarding against potentially manipulative behaviors of program participants;
- 2.12 Awareness of power and control over individuals in a subordinate role; and
- 2.13 Principles of positive behavior support and person centered planning.
- 3. The Qualified Vendor shall ensure that appropriate staff participate in a Division supported forum designed to assist all Community Protection and Treatment providers in the areas of person centered planning reviews, ongoing staff training aimed at developing competencies in positive behavioral supports and other therapeutic modalities, clinical oversight and other supportive ventures.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HABILITATION, SUPPORT

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 The consumer's home; or
 - 1.2 The consumer's community.
- 2. This service shall not be provided while the consumer is attending day treatment and training.
- 3. This service shall not be provided when the consumer is hospitalized.
- 4. This service shall not be provided to consumers living in group homes, developmental homes (child or adult), skilled nursing facilities, ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

- 1. To enable the consumer to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.
- 2. To provide training to increase or maintain the consumer's self-help, socialization, and adaptive skills to reside and participate successfully with his/her family in his/her own community.
- 3. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide training and/or assistance such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.7 Assisting consumers in utilizing community transportation resources to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities, as identified within the consumer's ISP.
- 3. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the consumers served.

- 4. As identified in the consumer's ISP, provide training and/or assistance to the consumer's family/consumer's representative to increase and/or maintain targeted skill acquisition of the consumer.
 - 4.1 With input from the consumer, the consumer's representative, and his/her significant others, develop strategies for habilitative objectives that can be carried out in context of the consumer's daily routine.
 - 4.2 Communicate with the family/consumer's representative regarding how the plan is working when staff is not present.
 - 4.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.

- 1. Typical usage of habilitation is one to two hours per day.
- 2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.

Rate

Published.

Unit of Service

- 1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - If services were provided for 50 minutes, bill for 0.75 hour.
- 2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff must:

1. Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);

- 2. Have both three months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
- 3. Perform three months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.

- 1. The Qualified Vendor shall submit the support plan, including the training/teaching strategies, to the support coordinator ten business days after the initiation of service for ISP team review.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HOUSEKEEPING

Service Description

This service provides assistance in the performance of routine household activities at a consumer's place of residence.

Service Setting

- 1. This service shall be provided in the consumer's home.
- 2. This service may be provided outside only when unsafe/unsanitary conditions exist or in the community when purchasing supplies or medicines.
- 3. This service shall not be provided when the consumer is hospitalized.
- 4. This service shall not be provided to consumers residing in group homes, developmental homes (child or adult), skilled nursing facilities, ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

To preserve or improve the safety and sanitation of the consumer's living conditions.

Service Objectives

- 1. Develop and implement a schedule and general plan of care (Housekeeping Agreement).
- 2. Provide assistance to attain or maintain safe and sanitary living conditions, including but not limited to the following tasks:
 - 2.1 Dusting;
 - 2.2 Cleaning floors, bathrooms, oven, refrigerator, and windows (if necessary for safe and sanitary living conditions);
 - 2.3 Cleaning kitchen, washing dishes, routine maintenance and cleaning of household appliances;
 - 2.4 Changing linens and making bed;
 - 2.5 Washing, drying and folding the consumer's laundry (ironing only if necessary);

- 2.6 Shopping for and storing household supplies and medicines;
- 2.7 Taking garbage out; and
- 2.8 Other duties as determined appropriate and necessary by the ISP team.
- 3. In unusual circumstances, the following tasks may be performed:
 - 3.1 To attain safe living conditions:
 - 3.1.1 Heavy cleaning such as washing walls or ceilings; or
 - 3.1.2 Yard work such as cleaning the yard and hauling away debris.
 - 3.2 To assist the consumer in obtaining and/or caring for basic material needs for water, heating and food; and
 - 3.3 Planning, shopping, storing and cooking food for nutritional meals.

- 1. Typical utilization of housekeeping is two to four hours per week.
- 2. Using the assessment and plan development processes, needs are assessed by the consumer's ISP team based upon what is normally expected to be performed by a consumer and/or his/her natural supports. Consideration should be made to age appropriate expectations of the consumer and his/her natural supports (what can reasonably be expected of each member based on his/her age). This service will only be utilized after the consumer/natural supports and resources have been exhausted.
- 3. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
- 4. Housekeeping tasks are to be performed only for the consumer's areas of the home or common areas of the home used by the consumer.
- 5. The consumer or family is expected to provide all necessary housekeeping supplies.
- 6. The consumer or family is responsible to provide money for supplies and food in advance of the purchase if direct service staff is expected to shop for food and household supplies.
- 7. The amount of housekeeping provided shall be determined based on the home requirements for a safe and sanitary environment. If more than one eligible consumer resides in the home, payment will not be made twice for cleaning common areas of the home.
- 8. Housekeeping staff shall not provide supervision or direct care services.

Rate

Published.

Unit of Service

The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its service time to the nearest 15-minute increment, as illustrated in the examples below:

- ☐ If services were provided for 65 minutes, bill for 1 hour.
- ☐ If services were provided for 68 minutes, bill for 1.25 hour.
- ☐ If services were provided for 50 minutes, bill for 0.75 hour.

Direct Service Staff Qualifications

Direct service staff shall be physically capable of performing the required tasks.

- 1. The Qualified Vendor shall maintain a copy of the Housekeeping Agreement on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

RESPITE

Service Description

This service provides short-term care and supervision consistent with the health needs of the consumer to supplement care to provide a safe living environment and/or support or relieve caregivers for the benefit of the consumer.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 The home of the Qualified Vendor or direct service staff that has been inspected and approved by the Department of Health or the Department of Economic Security;
 - 1.3 A group home or developmental home (child or adult) licensed by the Department of Economic Security;
 - 1.4 A Medicare/Medicaid certified nursing facility; or
 - 1.5 A certified ICF/MR.
- 2. When services occur in any building other than the consumer's home, the building must meet the requirements of building inspection for Fire, Health/Safety.
- 3. If out-of-home respite is provided in a licensed facility, the facility shall not provide services to more individuals than its license allows.
- 4. This service shall not be provided when the consumer is hospitalized.
- 5. This service shall not be provided to consumers living in group homes, developmental homes (child or adult), skilled nursing facilities, ICFs/MR, or Level I or Level II behavioral health facilities, or to consumers living independently.

Service Goals and Objectives

Service Goals

- 1. To provide relief to a family member or person caring for a consumer.
- 2. To provide supervision either in or outside of the home, as well as supporting the emotional, physical and mental well being of the consumer.

Service Objectives

The Qualified Vendor shall ensure that the following objectives are met:

- 1. Determine the consumer's routine plan of care from the consumer's caregiver.
- 2. As identified in the consumer's ISP and/or routine plan of care, provide respite care and service to the consumer.
 - 2.1 Provide for the social, emotional and physical needs of the consumer.
 - 2.2 Ensure that the consumer receives medication as prescribed.
 - 2.3 Provide first aid and appropriate attention to injury and illness.
 - 2.4 Ensure provision of food to meet daily dietary needs. Therapeutic diets requiring specialized ingredients or food supplements will be supplied by the family.
 - 2.5 Assist the consumer in utilizing transportation to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends, and other activities.
 - 2.6 Carry out any programs identified in the consumer's ISP and/or routine plan of care.

Service Utilization Guidelines

- 1. The amount of respite is determined on a yearly basis through the ISP process not to exceed the amount set by Federal or State Medicaid rules.
- 2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.
- 3. When families have more than one consumer eligible for respite from the Division and all will be receiving respite at the same time, the hours will be deducted from the authorized level of respite for each consumer.
- 4. Families receiving respite for consumers who wish other non-eligible individuals to receive care will be responsible for the costs of serving the non-eligible individual. The Division will only pay for services delivered to consumers authorized to receive such service.
- 5. The Qualified Vendor shall not serve, at one time, more individuals than can safely be provided for, and not more than three people, giving considerations to compatibility (e.g., age, diagnoses, behavior, sex, etc.).
- 6. Consumers shall be in the care of a certified/contracted respite provider at all times while in respite service. The consumer will not be transferred to another certified/contracted respite provider without the consent of the parent/consumer's representative.

Rate

Published.

Unit of Service

- 1. The basis of payment for Respite, Short-Term is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for .75 hour.
- 2. If the Qualified Vendor provides respite for more than 13 hours in one day, this is considered to be Respite, Continuous. One unit of Respite, Continuous equals one day (13 or more hours in a 24-hour period) of direct service time. A Qualified Vendor billing for Respite, Continuous will bill for the appropriate number of days of service and will include the actual cumulative hours of service provided on the billing document as required by the Division.
- 3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

- 1. All direct service staff must have at least three months experience in providing assistance to an individual to meet essential personal physical needs as described in R6-6-1529 ("such as showering, bathing, toileting, and eating").
- 2. Direct service staff must have the ability to provide assistance to a consumer to meet essential personal, physical and homemaking needs. This ability includes social, physical and emotional fitness.

Recordkeeping and Reporting Requirements

The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

DAY TREATMENT AND TRAINING, ADULT

Service Description

This service provides specialized sensory-motor, cognitive, communicative, social, interaction and behavioral training for some portion of a 24-hour day.

Service Setting

- 1. This service shall not be provided in a group home or a developmental home (child or adult).
- 2. This service shall not be provided when the consumer is hospitalized.
- 3. This service shall not be provided to consumers living in skilled nursing facilities, ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

- 1. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- 2. To develop positive relationships and support for consumers and their families.
- 3. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- 4. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.
- 5. To provide opportunities for consumers to participate in meaningful activities and experience new activities.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including.
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide training and/or assistance such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities, as identified within the consumer's ISP.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- 6. Provide transportation to and from the day treatment program if identified as needed in the consumer's ISP and authorized by the Division.
- 7. Provide transportation necessary to support program activities.
- 8. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, or others upon request.
- 9. Play an active role in ensuring that services with other involved entities, including group homes, health care providers, and schools are coordinated to meet the needs of the consumers served.
- 10. When appropriate, provide consumers opportunities to earn money as part of habilitative learning objectives.
- 11. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

- 1. Typical usage for consumers who are not transported by the Qualified Vendor to/from the facility is seven units a day/five days a week.
- 2. Typical usage for consumers who are transported to/from the facility is eight units a day/five days a week.
- 3. Service to adults and children shall be provided separately through the age of 15. Upon age 16, transition plans shall be individually developed, and may permit the provision of services to children concurrently with adults with parental consent.

Rate

- 1. Published.
- 2. The Division established a separate rate for this service in the rural areas of the state. This modified rate has a premium over the standard rate for this service. The Qualified Vendor shall bill the Division this modified rate only after it receives authorization from the DDD Program Administrator/Manager or designee. The general guideline for authorizing the modified rate for rural areas is that the potential client base of the program size has fewer than 20 consumers in a 40 mile radius.
- 3. The Division established a separate rate for this service to behaviorally or medically intense consumers. This modified rate has a premium over the standard rate for this service. The Qualified Vendor shall bill the Division this modified rate only after it receives authorization from the DDD Program Administrator/Manager or designee. The general guideline for authorizing the modified rate for behaviorally or medically intense consumers is that the consumer's need for supervision and hands-on instructions is exceptional, and that failure to supply the one-to-one staffing would be severely detrimental to other consumers participating in the program.

Unit of Service

- 1. The basis of payment for this service is one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time with a consumer in support of program activities. When billing, the Qualified Vendor should round units of service to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 2. Absences are those situations where a consumer is not in the Day Treatment and Training, Adult program for a day but is expected to return. Consumer absences will not result in a change in an authorization or rate. The Qualified Vendor shall notify the DDD Program Administrator/Manager or designee of absences greater than seven consecutive days and shall not continue to bill the Division for the absent consumer without specific authorization.

If the consumer is not in the Qualified Vendor's facility, but is in the hospital or skilled nursing facility, the Qualified Vendor shall not bill the Division for this consumer, even if the consumer is not in the Qualified Vendor's facility for less than seven days.

If the consumer permanently stops attending the Qualified Vendor's facility, then the Qualified Vendor shall notify the DDD Program Administrator/Manager or designee. The Qualified Vendor shall not bill the Division for vacancies.

Direct Service Staff Qualifications

The direct service staff shall have at least three months experience in conducting group or individual activities related to specific developmental, habilitative, or recreational programs, or be supervised by an individual with such experience.

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file consumer attendance reports.

DAY TREATMENT AND TRAINING, CHILD (AFTER-SCHOOL)

Service Description

This service provides specialized sensory-motor, cognitive, communicative, social, interaction and behavioral training for some portion of a 24-hour day during the school year.

Service Setting

- 1. This service shall not be provided in a group home or a developmental home (child or adult).
- 2. This service shall not be provided when the consumer is hospitalized.
- 3. This service shall not be provided to consumers living in skilled nursing facilities, ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

- 1. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- 2. To develop positive relationships and support for consumers and their families.
- 3. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- 4. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's and his/her family's vision of the future.
- 5. To provide opportunities for consumers to participate in meaningful activities and experience new activities.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including.
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide training and/or assistance such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities, as identified within the consumer's ISP.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- 6. Provide transportation to and from day treatment and training if identified as needed in the consumer's ISP and authorized by the Division.
- 7. Provide transportation necessary to support program activities.
- 8. Develop a monthly on-site/community integrated schedule of daily activities and document the consumer's direct input into the monthly schedule. Daily activities and schedules are based on the consumer's choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to the consumer, consumer's representative, or others upon request.
- 9. Play an active role in ensuring that services with other involved entities, including group homes, health care providers, and schools are coordinated to meet the needs of the consumers served.
- 10. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

- 1. Typical usage is up to four units per day on school days, including direct service time associated with providing transportation to/from the program.
- 2. Service to children shall be provided separately through the age of 15. Upon age 16, transition plans shall be individually developed, and may permit the provision of services to children concurrently with adults with parental consent.

Rate

- 1. Published.
- 2. The Division established a separate rate for this service to behaviorally or medically intense consumers. This modified rate has a premium over the standard rate for this service. The Qualified Vendor shall bill the Division this modified rate only after it receives authorization from the DDD Program Administrator/Manager or designee. The general guideline for authorizing the modified rate for behaviorally or medically intense consumers is that the consumer's need for supervision and hands-on instructions is exceptional, and that failure to supply the one-to-one staffing would be severely detrimental to other consumers participating in the program.

Unit of Service

- 1. The basis of payment for this service is one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time with a consumer in support of program activities. When billing, the Qualified Vendor should round units of service to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 2. Absences are those situations where a consumer is not in the Day Treatment and Training, Child (After-School) program for a day but is expected to return. Consumer absences will not result in a change in an authorization or rate. The Qualified Vendor shall notify the DDD Program Administrator/Manager or designee of absences greater than seven consecutive days and shall not continue to bill the Division for the absent consumer without specific authorization.

If the consumer is not in the Qualified Vendor's facility, but is in the hospital or skilled nursing facility, the Qualified Vendor shall not bill the Division for this consumer, even if the consumer is not in the Qualified Vendor's facility for less than seven days.

If the consumer permanently stops attending the Qualified Vendor's facility, then the Qualified Vendor shall notify the DDD Program Administrator/Manager or designee. The Qualified Vendor shall not bill the Division for vacancies.

Direct Service Staff Qualifications

The direct services staff shall:

- 1. Have at least three months experience in conducting group or individual activities related to specific developmental, habilitative, or recreational programs, or be supervised by an individual with such experience; and
- 2. Have completed training, approved by the Division, in early childhood development when working with children who are under age six.

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file consumer attendance reports.

DAY TREATMENT AND TRAINING, CHILD (SUMMER)

Service Description

This service provides specialized sensory-motor, cognitive, communicative, social, interaction and behavioral training for some portion of a 24-hour day during summer vacation.

Service Setting

- 1. This service shall not be provided in a group home or a developmental home (child or adult).
- 2. This service shall not be provided when the consumer is hospitalized.
- 3. This service shall not be provided to consumers living in skilled nursing facilities, ICFs/MR, or Level I or Level II behavioral health facilities.

Service Goals and Objectives

Service Goals

- 1. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- 2. To develop positive relationships and support for consumers and their families.
- 3. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- 4. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's and his/her family's vision of the future.
- 5. To provide opportunities for consumers to participate in meaningful activities and experience new activities.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish individualized, time-limited training objectives that are based on assessment data and input from the consumer and the consumer's representative which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop strategies for habilitative objectives within ten business days after initiating service. The specific training strategy for each objective shall identify the schedule for implementation, frequency of services, data collection methods, and teaching strategies.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to specific training objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide training and/or assistance such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - 2.8 Assisting consumers in utilizing community transportation resources to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities, as identified within the consumer's ISP.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- 6. Provide transportation to and from day treatment if identified as needed in the consumer's ISP and authorized by the Division.
- 7. Provide transportation necessary to support program activities.
- 8. Develop a monthly on-site/community integrated schedule of daily activities and document the consumer's direct input into the monthly schedule. Daily activities and schedules are based on the consumer's choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to the consumer, consumer's representative, or others upon request.
- 9. Play an active role in ensuring that services with other involved entities, including group homes, health care providers, and schools are coordinated to meet the needs of the consumers served.
- 10. Partner with the Division to conduct program reviews to assess performance in meeting all identified tasks, promote quality improvement, and encourage best practices. Such reviews shall include participation of consumers served, families, and all other interested parties. The frequency of the reviews shall be determined by the Division.

- 1. Typical usage for consumers who are not transported by the Qualified Vendor to/from the facility is four units per day/five days a week during summer vacation.
- 2. Typical usage for consumers who are transported to/from the facility is five units a day/five days a week during summer vacation.
- 3. Service to children shall be provided separately through the age of 15. Upon age 16, transition plans shall be individually developed, and may permit the provision of services to children concurrently with adults with parental consent.

Rate

- 1. Published
- 2. The Division established a separate rate for this service to behaviorally or medically intense consumers. This modified rate has a premium over the standard rate for this service. The Qualified Vendor shall bill the Division this modified rate only after it receives authorization from the DDD Program Administrator/Manager or designee. The general guideline for authorizing the modified rate for behaviorally or medically intense consumers is that the consumer's need for supervision and hands-on instructions is exceptional, and that failure to supply the one-to-one staffing would be severely detrimental to other consumers participating in the program.

Unit of Service

- 1. The basis of payment for this service is one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time with a consumer in support of program activities. When billing, the Qualified Vendor should round units of service to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 2. Absences are those situations where a consumer is not in the Day Treatment and Training, Child (Summer) program for a day but is expected to return. Consumer absences will not result in a change in an authorization or rate. The Qualified Vendor shall notify the DDD Program Administrator/Manager or designee of absences greater than seven consecutive days and shall not continue to bill the Division for the absent consumer without specific authorization.

If the consumer is not in the Qualified Vendor's facility, but is in the hospital or skilled nursing facility, the Qualified Vendor shall not bill the Division for this consumer, even if the consumer is not in the Qualified Vendor's facility for less than seven days.

If the consumer permanently stops attending the Qualified Vendor's facility, then the Qualified Vendor shall notify the DDD Program Administrator/Manager or designee. The Qualified Vendor shall not bill the Division for vacancies.

Direct Service Staff Qualifications

The direct service staff shall:

- 1. Have at least three months experience in conducting group or individual activities related to specific developmental, habilitative, or recreational programs, or be supervised by an individual with such experience; and
- 2. Have completed training, approved by the Division, in early childhood development when working with children who are under age six.

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file consumer attendance reports.

HABILITATION, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

This service also provides for recruitment of homes, studies, training, monitoring, support, supervision, and recommendation of licensing/re-licensing and/or certification of child and adult developmental homes.

Service Setting

- 1. This service is provided to consumers who reside in licensed developmental homes (child or adult) that are subcontractors to the Qualified Vendor.
- 2. This services shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

- 1. To provide a broad array of support services to promote the physical, emotional, and mental well being of the consumer.
- 2. To enable the consumer to acquire knowledge and skills and be a member of his/her community based on his/her own choices.
- 3. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- 4. To develop positive relationships for consumers and their families.
- 5. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- 6. Assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

7. To provide licensed/certified adult and/or child developmental homes and administrative supervision and monitoring to each home.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.

- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- 6. Provide transportation to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities. Promote, as appropriate, the acquisition of skills necessary to access community transportation resources.
- 7. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the consumers served.
- 8. Provide room and board.
- 9. Establish, support and maintain licensed/certified developmental homes to meet the needs of individuals with developmental disabilities.
- 10. Assist the consumer's ISP team in assessing the referred consumer for appropriate match with the licensed developmental home and participate as a team member in the development of the ISP.
- 11. Provide monthly consultation and supports to the developmental home provider to support the needs of the individual placement; this may include but not be limited to respite relief, programmatic support, monthly developmental home provider support groups, etc. Work cooperatively with all entities for continuity of services for the consumer.
- 12. Develop and implement strategies for recruitment, training, home studies and recommendation for licensing or certification, and re-licensing or re-certification of homes and methods for monitoring and retention of homes that protect the physical, emotional and mental well being of the consumer.
- 13. Monitor developmental homes for compliance with all applicable requirements.

Monitoring of utilization and authorization of support services for each site will be determined by the Qualified Vendor based on the needs of all of the consumers at that site and will be revised as needs change.

Rate

- 1. Published.
- 2. The rate does not include incontinent supplies or nutritional supplements, which shall be billed separately. These modifiers will be approved by the Division on a case-by-case basis, and the Qualified Vendor will be paid for these expenses in addition to the *per diem* rate and only for those residents that require them.

Unit of Service

One unit of service equals one day (24 hours) of service time. A day begins at midnight and ends at 11:59 p.m. Unit of service includes transportation time spent with consumers during daily activities.

Direct Service Staff Qualifications

Reserved.

- 1. The Qualified Vendor shall maintain a copy of the support plan on file, ensure that the licensed developmental home has a copy on file, and make the plan available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the responsible party.
- 3. The Qualified Vendor shall ensure a log of personal belongings of consumers served is maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.
- 4. The Qualified Vendor shall maintain recruitment data and files of home studies and ongoing documentation of all activities for each licensed developmental home.
- 5. The Qualified Vendor shall maintain summary of accomplishments in the annual consumer's ISP.
- 6. The Qualified Vendor shall prepare and maintain an annual report of strategies for support and retention of developmental home providers that promote stability and longevity of placement in accordance with the consumer's vision of the future identified in the consumer's ISP.

- 7. The Qualified Vendor shall immediately notify the Division if a subcontractor's developmental home license is denied, suspended, or revoked.
- 8. The Qualified Vendor shall maintain copies of all home inspections and monitoring reports and make them available to the Division upon request.

ROOM AND BOARD, VENDOR SUPPORTED DEVELOPMENTAL HOME (CHILD AND ADULT)

Service Description

This service is a 24-hour day service that provides for a safe and healthy living environment that meets the physical needs of the consumer.

Service Setting

- 1. This service shall be provided in a developmental home (child or adult).
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goal

To provide a residential environment that is dignified and "home-like," ensures a safe and healthy living arrangement, and meets the physical and emotional needs of the consumer.

Service Objectives

- 1. Ensure involvement of the consumer and/or his/her family in home furnishings/decor and any necessary modifications to optimize independence and personal preferences.
- 2. Ensure a safe and healthy living environment, which meets the physical and emotional needs of the consumer, is culturally appropriate and is available on a 24-hour basis.
- 3. Ensure the nutritional maintenance for consumers served by planning for and preparing nutritionally balanced meals, which include nutritional supplements in accordance with the consumer's needs and in conjunction with the consumer's preference.
- 4. Pay the developmental home subcontractor for the room and board service with the following exceptions:
 - 4.1 When consumers are Native American for whom their Tribe or Bureau of Indian Affairs has agreed to pay for the room and board services.
 - 4.2 When cost share agreements are made by the Division with a behavioral health entity to pay for room and board services as part of "wrap around" services for a consumer.

Service Utilization Guidelines
Reserved.
Rate
Published.
Unit of Service
One unit equals one day (24 hours) of service time.

Recordkeeping and Reporting Requirements

Reserved.

HABILITATION, INDIVIDUALLY DESIGNED LIVING ARRANGEMENT

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

Service Setting

- 1. This service provides for an alternative, non-licensed residential living situation for adult consumers within the Division's philosophical base of self-determination; enabling the consumer to choose where and with whom he/she will live and assume all responsibility for his/her residence. Generally, up to three consumers reside together in a private residence that is leased or owned by the consumer(s) and/or the consumer(s) representative(s). The focus of this service is to provide habilitative supports to these consumers based on the collective need for direct staff support to eligible consumers who have chosen to reside together and share their resources.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

- 1. To provide a broad array of support services to promote the physical, emotional, and mental well being of the consumer.
- 2. To enable the consumer to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.
- 3. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- 4. To develop positive relationships and support for consumers and their families.
- 5. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.

6. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer;
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills; and
 - Assisting consumers in utilizing available community transportation resources such as public transportation, neighbors, and friends to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities, as identified within the consumer's ISP.

- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- 6. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the consumers served.

- 1. Utilization and authorization of services for each site will be determined based on the collective needs of all of the consumers at that site and will be revised as needs change.
- 2. The ISP team shall decide, prior to the delivery of services, who and how service delivery will be monitored.

Rate

Published.

Unit of Service

- 1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time divided by the total number of consumers. The rate for this service will be the *per unit* rate:
 - If one direct service staff person provides this service for one hour of direct service time to two consumers at the same time, the Qualified Vendor shall bill the Division .5 units of service for each consumer at the published rate.

If one direct service staff person provides this service for two hours of direct service time to two consumers at the same time, the Qualified Vendor shall bill the Division one unit of service for each consumer at the published rate.

Direct Service Staff Qualifications

Direct service staff must:

- 1. Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
- 2. Have both three months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
- 3. Perform three months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

HABILITATION, COMMUNITY PROTECTION AND TREATMENT GROUP HOME

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers with intensive behavioral support needs or who otherwise meet the criteria for community protection and treatment.

In general, this service is designed to protect Community Protection and Treatment Program eligible consumers as well as the general public from possible harm and provide treatments and related supports designed to ameliorate symptoms, disorders or behaviors that have interfered with the consumer's full inclusion in the community.

Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development. These services must capture community strengths and resources and be designed with clear and therapeutic measurable outcomes.

Community Protection and Treatment is designed to be a time-limited program based on the needs and progress of the person.

Service Setting

- 1. This service is provided to consumers in a residential setting that emphasizes positive behavioral supports and high level supervision and typically serves one to three consumers, one of whom must meet the definition of a Community Protection and Treatment Program participant and who voluntarily, or as directed by the court, participates in the program and abide by agreed upon restrictions stated in the consumer's ISP.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

The foundation for achieving all service goals and objectives will be a person-centered plan that will minimally consist of the following focuses: a common understanding of the person from a strengths/needs perspective, developing a shared vision of the future that reflects a shared commitment for a quality life for the person, a listing of the opportunities and obstacles for reaching that vision, and a review process for checking progress over time.

Service Goals

- 1. To provide services that facilitate treatment with interventions designed accordingly:
 - 1.1 To provide integrated treatment goals, objectives, and therapeutic interventions that assist program participants to function safely in society and avoid offending or re-offending.
 - 1.2 To provide training, therapy and supervision, whether voluntary or court ordered, for consumers to increase or maintain their self-help, socialization, and adaptive skills to better live successfully in the community and continue to remain out of prison or psychiatric settings.
 - 1.3 To assist the consumer in defining, achieving and maintaining a quality of life that corresponds to the consumer's vision of the future.
 - 1.4 To include the consumer in both development and implementation; the program should be respectful to the consumer, with positive supports and collaboration with both the consumer and team members.
- 2. To provide services that facilitate protection with interventions designed accordingly:
 - 2.1 To provide environmental and programmatic safeguards and structures that protect the consumer as well as neighbors and community members from those behaviors that endanger the consumer, other people or property and/or interfere with the rights of others.
 - 2.2 To support consumers to make positive choices to resolve or contain the behaviors that require intensive intervention and supervision, thus reducing the need for protective measures.
 - 2.3 To be respectful to the consumer, with positive supports and collaboration with both the consumer and team members.

Service Objectives

- 1. In accordance with the consumer's Person Centered Plan and ISP processes, determine the habilitation needs of the consumer in order to ensure that consumers are provided the appropriate habilitation services and other needed supports, as well as appropriate implementation strategies, and develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s).
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the Person Centered Plan or ISP team.

- 2. As identified in the consumer's ISP or Person Centered Plan and support plan, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing positive behavior support and intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.
- 6. Provide transportation to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities. Promote, as appropriate, the acquisition of skills necessary to access community transportation resources.
- 7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, or others upon request.

- 8. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, behavioral health providers, and schools are coordinated to meet the needs of the consumers served.
- 9. Provide room and board.
- 10. Assist the consumer's ISP team in the development of the Emergency Contact Plan, Risk Assessment and the Discharge/Transition Checklist. Files reviewed during monthly administrative visits at each home shall document the availability of the Emergency Contact Plan and that all other requirements are met at each home.
- 11. Provide on-site monthly administrative supervision and monitoring to each home.
- 12. Provide security precautions for protection of neighbors and other community citizens to the extent possible.
- 13. Provide a structured, specialized environment.
- 14. Provide collaboration and coordination with appropriate community resources, such as local government, parole officers, and law enforcement agencies.

Service Utilization Guidelines

- 1. Utilization and authorization of services for each site will be determined based on the collective needs of all of the consumers at that site and will be revised as needs change. The Qualified Vendor is expected to assist the Division in the process for determining the support level to be authorized for the consumers living in the home. This process should be a cooperative one that includes input from the Qualified Vendor. All changes must be re-authorized.
- 2. The DDD Program Administrator/Manager or designee shall approve any authorized hours in excess of Range 8 of the Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home.
- 3. The Qualified Vendor must comply with staffing levels as authorized by the Division staff and work in cooperation with the Division staff and the consumer's ISP team to reduce staffing level supports as the consumer requires less intensive supervision.

Rate

- 1. Published.
- 2. If at least one of the residents in the facility is authorized to receive this service, the Qualified Vendor may bill the Division the Habilitation, Community Protection and Treatment Group Home rate for all residents in the facility.
- 3. If the resident that requires Habilitation, Community Protection and Treatment Group Home direct service hours moves out of the facility, the Qualified Vendor may continue to bill the Division at the Habilitation, Community Protection and Treatment Group Home rate for the reduced number of residents for a 60 day period, at which point the facility will be delivering Habilitation, Group Home services.
- 4. The daily rate for this service is established through an Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home, and is based on Staff Hour unit of service. Staff Hours are the hours provided by the Qualified Vendor that the Division authorizes the Qualified Vendor to schedule and provide at the service site to assure health, safety, and the delivery of habilitation services to the residents.
- 5. The Division will make payments to the Qualified Vendor on the *per diem* basis based on the hourly rate for the Staff Hour unit of service, the number of residents in the home, and the direct service hours provided up to the number of authorized direct service hours for the home. The adopted rate does not include incontinent supplies or nutritional supplements, which shall be billed separately. These modifiers will be approved by the Division on a case-by-case basis, and the Qualified Vendor will be paid for these expenses in addition to the *per diem* rate and only for those residents that require them.
- 6. The Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home is composed of ranges representing the number of direct service hours that may be authorized by the Division to be provided by the Qualified Vendor at a particular group home during a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday. The Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home contains 12 ranges, each of which specifies the number of direct service hours the Qualified Vendor must provide in order to bill the *per diem* rates associated with that range. This Matrix is statewide for all Habilitation, Community Protection and Treatment Group Homes. The Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home illustrates the span of direct service hours associated with each authorized range.

- 7. The Qualified Vendor shall invoice for payment for each consumer the *per diem* rate on the Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home that reflects the number of residents in the group home and the range of hours that reflect the lesser of 1) the authorized direct service hours, or 2) the actual direct service hours delivered.
- 8. The *per diem* rates paid to a Qualified Vendor with multiple homes will vary among homes according to the authorized direct service hours, actual direct service hours provided, and number of residents at each group home.
- 9. Because direct service hours provided can vary by week, and the number of occupants can vary both by week and within a week, the Qualified Vendor may bill more than one *per diem* rate for each resident on their monthly invoice, but none of the rates billed shall be in excess of the rate which reflects the number of authorized direct service hours.
- 10. The Qualified Vendor shall use the actual resident occupancy to determine the *per diem* rate to be billed to the Division. The actual resident occupancy includes all residents, whether or not they are funded by the Division. The Qualified Vendor must notify the DDD Program Administrator/Manager or designee about movement into or out of a home by any resident, whether or not funded by the Division. The Division shall determine if direct service hours will be adjusted on a temporary or permanent basis to reflect the need for direct service hours.
- 11. If a resident is not in the group home facility on a particular day, the Qualified Vendor shall not bill the Division for this resident. In this situation, the Qualified Vendor shall bill the Division the *per diem* rate for the actual number of Division-funded residents.

Examples below illustrate some of the scenarios that the Qualified Vendor may come across over the course of providing direct service services to their consumers.

Example 1: Typical Billing

Using Range 6 of the Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the group home, the applicable *per diem* rate per resident would be \$127.68.

Example 2: Qualified Vendor Provides More/Fewer Hours than Authorized

Using Range 8 of the Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home as reflective of the authorized range, the Qualified Vendor is authorized to provide between 168 and 200 hours of direct service. As long as the Qualified Vendor's direct

service hours are within this range, the Qualified Vendor will bill the division a *per diem* rate equivalent to that shown in Range 8. If, however, the Qualified Vendor delivers 160 direct hours, or fewer than the low end of Range 8, the Qualified Vendor will bill the *per diem* rate at Range 7, or the range reflecting the actual direct service hours that were delivered.

On the other hand, if the Qualified Vendor delivers 210 of direct service hours, or more than those authorized in Range 8 (equivalent to 200 hours), the Qualified Vendor will continue to bill the *per diem* rate at Range 8, or the range reflecting the direct service hours that were authorized by the Division.

Example 3: Different Number of Residents

Using Range 6 of the Adopted Rate Matrix for Habilitation, Community Protection and Treatment Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming three residents were present in the group home, the applicable *per diem* rate per resident would be \$127.68.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining two residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 6) and two residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$191.52 for the remaining two residents.

Unit of Service

One unit of service equals one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time spent with consumers during daily activities. This unit of service is converted to a daily rate for billing purposes.

Direct Service Staff Qualifications

- 1. Direct service staff must:
 - 1.1 Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
 - 1.2 Have both three months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
 - 1.3 Perform three months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.

- 2. The Qualified Vendor must require staff to complete the following training (to be reviewed and approved by the Division's Director of Clinical Services) prior to start of work but not limited to:
 - 2.1 Defining both challenging and desired behaviors in observable and measurable terms;
 - 2.2 Describing several strengths of consumers as well as needs and how these relate to challenging behaviors;
 - 2.3 Describing the values of the consumer and how they might contribute to the challenging behaviors;
 - 2.4 Identifying the consumer's most effective learning style;
 - 2.5 Involving the consumer's family and supportive others in identifying strengths/needs;
 - 2.6 Identifying the need for the consumer to have an assessment/reassessment to determine if behavioral health needs are being met;
 - 2.7 Staff and/or victim grooming and manipulation techniques;
 - 2.8 The therapy "triangle relationship" that can occur;
 - 2.9 Recognizing emotional responses;
 - 2.10 Offense patterns;
 - 2.11 Ways to develop mutually respectful and trusting relationships while guarding against potentially manipulative behaviors of program participants;
 - 2.12 Awareness of power and control over individuals in a subordinate role; and
 - 2.13 Principles of positive behavior support and person centered planning.
- 3. The Qualified Vendor shall ensure that appropriate staff participate in a Division supported forum designed to assist all Community Protection and Treatment providers in the areas of person centered planning reviews, ongoing staff training aimed at developing competencies in positive behavioral supports and other therapeutic modalities, clinical oversight and other supportive ventures.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file consumer attendance reports.

- 4. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the responsible party.
- 5. The Qualified Vendor shall ensure a log of personal belongings of consumers served is maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.
- 6. The Qualified Vendor shall maintain a summary of accomplishments in the annual ISP and provide quarterly documentation to the Division that efforts are made to assist consumers towards alternative living options and the reduction of staffing support.

HABILITATION, GROUP HOME

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special developmental skills, behavior intervention, and sensory-motor development.

Service Setting

- 1. This service is provided to consumers in a residential setting who have a variety of needs, including behavioral, physical and medical challenges. These settings typically serve two to six consumers with supervision needs from minimal to intense. Consumers may have intense behavioral challenges or may be dually diagnosed; thus requiring highly trained staff.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

- 1. To provide a broad array of support services to promote the physical, emotional, and mental well being of the consumer.
- 2. To enable the consumer to acquire knowledge and skills and be a valued member of his/her community based on his/her own choices.
- 3. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- 4. To develop positive relationships for consumers and their families.
- 5. To provide opportunities for consumers to interact socially with family, friends and the community at large, including providing information regarding and facilitating access to community resources.
- 6. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific training/teaching strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.

- 6. Provide transportation to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities. Promote, as appropriate, the acquisition of skills necessary to access community transportation resources.
- 7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, or others upon request.
- 8. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the consumers served.
- 9. Provide room and board services.

Service Utilization Guidelines

- Utilization and authorization of services for each site will be determined based on the
 collective needs of all of the consumers at that site and will be revised as needs change.
 The Qualified Vendor is expected to assist the Division in the process for determining the
 support level to be authorized for the consumers living in the home. This process should
 be a cooperative one that includes input from the Qualified Vendor. All changes must be
 re-authorized.
- 2. The DDD Program Administrator/Manager or designee shall approve any authorized hours in excess of Range 8 of the Adopted Rate Matrix for Habilitation, Group Home.

Rate

- 1. Published.
- 2. The daily rate for this service is established through an Adopted Rate Matrix for Habilitation, Group Home, and is based on Staff Hour unit of service. Staff Hours are the hours provided by the Qualified Vendor that the Division authorizes the Qualified Vendor to schedule and provide at the service site to assure health, safety, and the delivery of habilitation services to the residents.
- 3. The Division will make payments to the Qualified Vendor on the *per diem* basis based on the hourly rate for the Staff Hour unit of service, the number of residents in the home, and the direct service hours provided up to the number of authorized direct service hours

for the home. The adopted rate does not include incontinent supplies or nutritional supplements, which shall be billed separately. These modifiers will be approved by the Division on a case-by-case basis, and the Qualified Vendor will be paid for these expenses in addition to the *per diem* rate and only for those residents that require them.

- 4. The Adopted Rate Matrix for Habilitation, Group Home is composed of ranges representing the number of direct service hours that may be authorized by the Division to be provided by the Qualified Vendor at a particular group home during a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday. The Adopted Rate Matrix for Habilitation, Group Home contains 12 ranges, each of which specifies the number of direct service hours the Qualified Vendor must provide in order to bill the *per diem* rates associated with that range. This Matrix is statewide for all Habilitation, Group Homes. The Adopted Rate Matrix for Habilitation, Group Home illustrates the span of direct service hours associated with each authorized range.
- 5. The Qualified Vendor shall invoice for payment for each consumer the *per diem* rate on the Adopted Rate Matrix for Habilitation, Group Home that reflects the number of residents in the group home and the range of hours that reflect the lesser of 1) the authorized direct service hours, or 2) the actual direct service hours delivered.
- 6. The *per diem* rates paid to a Qualified Vendor with multiple homes will vary among homes according to the authorized direct service hours, actual direct service hours provided, and number of residents at each group home.
- 7. Because direct service hours provided can vary by week, and the number of occupants can vary both by week and within a week, the Qualified Vendor may bill more than one *per diem* rate for each resident on their monthly invoice, but none of the rates billed shall be in excess of the rate which reflects the number of authorized direct service hours.
- 8. The Qualified Vendor shall use the actual resident occupancy to determine the *per diem* rate to be billed to the Division. The actual resident occupancy includes all residents, whether or not they are funded by the Division. The Qualified Vendor must notify the DDD Program Administrator/Manager or designee about movement into or out of a home by any resident, whether or not funded by the Division. The Division shall determine if direct service hours will be adjusted on a temporary or permanent basis to reflect the need for direct service hours.
- 9. If a resident is not in the group home facility on a particular day, the Qualified Vendor shall not bill the Division for this resident. In this situation, the Qualified Vendor shall bill the Division the *per diem* rate for the actual number of Division-funded residents.

Examples below illustrate some of the scenarios that the Qualified Vendor may come across over the course of providing direct service services to their consumers.

Example 1: Typical Billing

Using Range 6 of the Adopted Rate Matrix for Habilitation, Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$68.92.

Example 2: Qualified Vendor Provides More/Fewer Hours than Authorized

Using Range 8 of the Adopted Rate Matrix for Habilitation, Group Home as reflective of the authorized range, the Qualified Vendor is authorized to provide between 168 and 200 hours of direct service. As long as the Qualified Vendor's direct service hours are within this range, the Qualified Vendor will bill the division a *per diem* rate equivalent to that shown in Range 8. If, however, the Qualified Vendor delivers 160 direct hours, or fewer than the low end of Range8, the Qualified Vendor will bill the *per diem* rate at Range 7, or the range reflecting the actual direct service hours that were delivered.

On the other hand, if the Qualified Vendor delivers 210 of direct service hours, or more than those authorized in Range 8 (equivalent to 200 hours), the Qualified Vendor will continue to bill the *per diem* rate at Range 8, or the range reflecting the direct service hours that were authorized by the Division.

Example 3: Different Number of Residents

Using Range 6 of the Adopted Rate Matrix for Habilitation, Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$68.92.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining four residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 6) and four residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$86.15.

Unit of Service

One unit of service equals one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time spent with consumers during daily activities. This unit of service is converted to a daily rate for billing purposes.

Direct Service Staff Qualifications

Direct service staff must:

- 1. Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
- 2. Have both three months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
- 3. Perform three months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file consumer attendance reports.
- 4. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the responsible party.
- 5. The Qualified Vendor shall ensure a log of personal belongings of consumers served is maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.

HABILITATION, NURSING SUPPORTED GROUP HOME

Service Description

This service provides a variety of interventions designed to maximize the functioning of consumers. Services may include but are not limited to: habilitative therapies, special development skills, behavior intervention, sensory-motor development, and skilled nursing assessments and intervention.

The focus of this residential service is to meet the needs of consumers that require continuous medical intervention that requires the oversight of a registered nurse (RN).

Service Setting

- 1. This service is provided to consumers in a residential setting that typically serves two to six consumers who require the oversight of an RN.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

- 1. To provide a broad array of support services, including skilled nursing assessments and interventions, to promote the physical, emotional, and mental well being of the consumer.
- 2. To enable the consumer to acquire knowledge and skills and to be a valued member of his/her community.
- 3. To provide training and supervision for the consumer to increase or maintain his/her self-help, socialization, and adaptive skills to reside and participate successfully in his/her own community.
- 4. To develop positive relationships and support for consumers and their families.
- 5. To provide opportunities for consumers to interact socially with family, friends, and the community at large, including providing information regarding and facilitating access to community resources.
- 6. To assist the consumer in achieving and maintaining a quality of life that promotes the consumer's vision of the future.

Service Objectives

- 1. In accordance with the consumer's ISP processes, develop an individualized support plan, including:
 - 1.1 Establish habilitation-related service objectives based on assessment data and input from the consumer and the consumer's representative(s) which will allow the consumer to achieve his/her long term vision.
 - 1.2 Develop a specific teaching/training strategy for each objective, e.g., schedule for implementation, frequency of services, teaching strategies, data collection methods.
 - 1.3 Based upon the presence or absence of measurable progress, make changes to objective(s) and/or strategies, as agreed upon by the ISP team.
- 2. As identified in the consumer's ISP and support plan, provide a broad array of support services such as:
 - 2.1 Assistance and training related to personal and physical needs and routine daily living skills;
 - 2.2 Implementing strategies to address behavioral concerns, developing behavior intervention programs, and coordinating with behavioral health programs to ensure proper review of medication treatment plans;
 - 2.3 Ensuring that the health needs of the consumer are being met, including providing follow up as requested by the consumer's primary care physician or medical specialist;
 - 2.4 Implementing all therapeutic recommendations including speech, occupational, and physical therapy and assisting consumers in following special diets, exercise routines, or other therapeutic regimes;
 - 2.5 Mobility training, alternative or adaptive communication training;
 - 2.6 Providing general supervision to the consumer; and
 - 2.7 Opportunities for training and/or practice in basic consumer skills such as shopping, banking, money management, access and use of community resources, and community survival skills.
- 3. Develop, maintain, or enhance independent functioning skills in sensory-motor areas, cognition, personal grooming, hygiene, dressing, eating, toileting, self-medication and first aid, recognizing symptoms of illness, and preventing accidents and illnesses.
- 4. Assist each consumer in developing methods of starting and maintaining friendships of his/her choice, as well as appropriate assertiveness, social skills, and problem solving abilities for use in daily interactions.
- 5. Provide opportunities for consumers to participate in community activities and facilitate consumer utilization of community resources.

- 6. Provide transportation to support the consumer in all daily living activities, e.g., day treatment and training, employment situation, medical appointments, visits with family and friends and other community activities. Promote, as appropriate, the acquisition of skills necessary to access community transportation resources.
- 7. Develop a monthly on-site/community integrated schedule of daily activities and document consumers' direct input into the monthly schedule. Daily activities and schedules are based on consumer choice, developmental level, ISP goals, and enrichment of life experiences. Allow for reasonable choice in activity participation, and offer alternative activities. This schedule shall be available to consumers, consumer representatives, or others upon request.
- 8. Play an active role in ensuring that services with other involved entities, including day treatment and training providers, health care providers, and schools are coordinated to meet the needs of the consumers served.
- 9. Provide room and board.
- 10. Ensure that services are prescribed by a qualified, licensed physician and that other professional nursing tasks are provided by an RN or a licensed practical nurse (LPN).

Service Utilization Guidelines

- 1. Utilization and authorization of services for each site will be determined based on the collective needs of all of the consumers at that site and will be revised as needs change. The Qualified Vendor is expected to assist the Division in the process for determining the support level to be authorized for the consumers living in the home. This process should be a cooperative one that includes input from the Qualified Vendor. All changes must be re-authorized.
- 2. The DDD Program Administrator/Manager or designee shall approve any authorized hours in excess of Range 8 of the Adopted Rate Matrix, for Habilitation, Nursing Supported Group Home.
- 3. Prior to initiation of this service and annually thereafter, a nursing support assessment shall be performed by the Division's managed care unit. Initiation and/or continuation of this service may depend on AHCCCS' approval of the cost-effectiveness plan.

Rate

- 1. Published.
- 2. The daily rate for this service is established through an Adopted Rate Matrix, for Habilitation, Nursing Supported Group Home and is based on Staff Hour unit of service. Staff Hours are the hours provided by the Qualified Vendor that the Division authorizes the Qualified Vendor to schedule and provide at the service site to assure health, safety, and the delivery of habilitation services to the residents.
- 3. The Division will make payments to the Qualified Vendor on the *per diem* basis based on the hourly rate for the Staff Hour unit of service, the number of residents in the home, and the direct service hours provided up to the number of authorized direct service hours for the home. The adopted rate does not include incontinent supplies or nutritional supplements, which shall be billed separately. These modifiers will be approved by the Division on a case-by-case basis, and the Qualified Vendor will be paid for these expenses in addition to the *per diem* rate and only for those residents that require them.
- 4. The Adopted Rate Matrix for Habilitation, Nursing Supported Group Home is composed of ranges representing the number of direct service hours that may be authorized by the Division to be provided by the Qualified Vendor at a particular group home during a week. A week is a consecutive seven day stretch of time that begins at midnight on Sunday and ends at 11:59 p.m. the following Saturday. The Adopted Rate Matrix for Habilitation, Nursing Supported Group Home contains 12 ranges, each of which specifies the number of direct service hours the Qualified Vendor must provide in order to bill the *per diem* rates associated with that range. This Matrix is statewide for all Habilitation, Nursing Supported Group Homes. The Adopted Rate Matrix for Habilitation, Nursing Supported Group Home illustrates the span of direct service hours associated with each authorized range.
- 5. The Qualified Vendor shall invoice for payment for each consumer the *per diem* rate on the Adopted Rate Matrix for Habilitation, Nursing Supported Group Home that reflects the number of residents in the group home and the range of hours that reflect the lesser of 1) the authorized direct service hours, or 2) the actual direct service hours delivered.
- 6. The *per diem* rates paid to a Qualified Vendor with multiple homes will vary among homes according to the authorized direct service hours, actual direct service hours provided, and number of residents at each group home.
- 7. Because direct service hours provided can vary by week, and the number of occupants can vary both by week and within a week, the Qualified Vendor may bill more than one *per diem* rate for each resident on their monthly invoice, but none of the rates billed shall be in excess of the rate which reflects the number of authorized direct service hours.

- 8. The Qualified Vendor shall use the actual resident occupancy to determine the *per diem* rate to be billed to the Division. The actual resident occupancy includes all residents, whether or not they are funded by the Division. The Qualified Vendor must notify the DDD Program Administrator/Manager or designee about movement into or out of a home by any resident, whether or not funded by the Division. The Division shall determine if direct service hours will be adjusted on a temporary or permanent basis to reflect the need for direct service hours.
- 9. If the resident is not in the group home facility for a particular day, the Qualified Vendor shall not bill the Division for this resident. In this situation, the Qualified Vendor shall bill the Division the *per diem* rate for the actual number of Division-funded residents.

Examples below illustrate some of the scenarios that the Qualified Vendor may come across over the course of providing direct service services to their consumers.

Example 1: Typical Billing

Using Range 6 of the Adopted Rate Matrix for Habilitation, Nursing Supported Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$100.80.

Example 2: Qualified Vendor Provides More/Fewer Hours than Authorized

Using Range 8 of the Adopted Rate Matrix for Habilitation, Nursing Supported Group Home as reflective of the authorized range, the Qualified Vendor is authorized to provide between 168 and 200 hours of direct service. As long as the Qualified Vendor's direct service hours are within this range, the Qualified Vendor will bill the division a *per diem* rate equivalent to that shown in Range 8. If, however, the Qualified Vendor delivers 160 direct hours, or fewer than the low end of Range 8, the Qualified Vendor will bill the *per diem* rate at Range 7, or the range reflecting the actual direct service hours that were delivered.

On the other hand, if the Qualified Vendor delivers 210 of direct service hours, or more than those authorized in Range 8 (equivalent to 200 hours), the Qualified Vendor will continue to bill the *per diem* rate at Range 8, or the range reflecting the direct service hours that were authorized by the Division.

Example 3: Different Number of Residents

Using Range 6 of the Adopted Rate Matrix for Habilitation, Nursing Supported Group Home as reflective of both the authorized range and the number of direct service hours delivered, and assuming five residents were present in the group home, the applicable *per diem* rate per resident would be \$100.80.

Assume on day two of the week one resident leaves, until an adjustment is made and unless the Qualified Vendor reduces the number of direct service hours for the remaining four residents, the Qualified Vendor shall bill the Division a *per diem* rate based the authorized range of hours (Range 6) and four residents. Therefore, starting with day two of the week and until an adjustment is made in the authorized direct service hours, the Qualified Vendor shall bill the Division a *per diem* rate of \$126.00.

Unit of Service

One unit of service equals one hour (60 minutes) of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and can be verified by consumer attendance records and includes transportation time spent with consumers during daily activities. Unit of service also includes disposable medical supplies. This unit of service is converted to a daily rate for billing purposes.

Qualifications

- 1. Direct service staff must:
 - Have at least three months experience implementing and documenting performance in individual programs (specific training strategies);
 - 1.2 Have both three months experience in providing either respite or personal care and have received training, approved by the Division, in implementing and documenting performance; or
 - 1.3 Perform three months of habilitation services under the direct supervision of an individual who is qualified to provide habilitation as described above.
- 2. The home must be under the general supervision of an RN.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall maintain a copy of the support plan on file and make it available to the consumer/family/consumer's representative and/or Division upon request.
- 2. The Qualified Vendor shall submit monthly progress reports, including a written summary describing the specific service activities and the performance data that identifies the consumer's progress toward achievement of the established objectives, within ten business days of the close of the month to the consumer's support coordinator and the consumer/family/consumer's representative.
- 3. The Qualified Vendor must maintain on file consumer attendance reports.
- 4. The Qualified Vendor shall provide monthly reports of all health care appointments and results to the consumer's representative.

5. The Qualified Vendor shall ensure a log of personal belongings of consumers served is	
maintained and continually updated. The Qualified Vendor will also submit to the consumer's representative a monthly accounting of expenditures per the individual spending plan.	

ROOM AND BOARD, ALL GROUP HOMES

Service Description

This service is a 24-hour per day service that provides for a safe and healthy living environment that meets the physical needs of the consumer.

Service Setting

- 1. This service may be provided in any licensed community residential setting other than a developmental home (child or adult).
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goal

To provide a residential environment that is dignified and "home-like," ensures a safe and healthy living arrangement, and meets the physical and emotional needs of the consumer.

Service Objectives

- 1. Ensure involvement of the consumer and/or his/her family in home furnishings/decor and any necessary modifications to optimize independence and personal preferences.
- 2. Ensure a safe and healthy living environment, which meets the physical and emotional needs of the consumer, is culturally appropriate and is available on a 24-hour basis.
- 3. Ensure the nutritional maintenance for consumers served by planning for and preparing nutritionally balanced meals, which include nutritional supplements in accordance with the consumer's needs and in conjunction with the consumer's preference.
- 4. If the Qualified Vendor provides habilitation services in a licensed community residential setting other than developmental homes (i.e., group homes, nursing supported group homes, and community protection and treatment group homes), provide room and board services to consumers residing in these licensed residential settings. Exceptions:
 - 4.1 When habilitation services are provided to consumers who are Native American and for whom their Tribe or Bureau of Indian Affairs has agreed to pay for the room and board services.

4.2 When cost share agreements are made by the Division with a behavioral health entity to pay for room and board services as part of "wrap around" services for a consumer.

Service Utilization Guidelines

Reserved.

Rate

- 1. Published.
- 2. The Qualified Vendor shall bill the Division monthly using contracted *per diem* rates for each consumer funded by the Division. There are separate *per diem* rates for District 1, District 2, District 3, and one common *per diem* rate for Districts 4, 5 and 6. A Qualified Vendor with multiple facilities in different districts will have different *per diem* rates based on the Daily Rate Matrix for each district. Within each District, the *per diem* rates are based on the capacity contracted by the Division from a Qualified Vendor and actual occupancy at 11:59 p.m. of each day.
- 3. The Daily Rate Matrix is composed of Rows that represent the contracted capacity in a Qualified Vendor's facility and Columns that represent the number of actual occupants. To determine the occupancy at a Qualified Vendor's facility, all residents in that facility will be counted, whether or not they are funded by the Division. For example, if the Division contracts with a Qualified Vendor with a capacity of five for the needs of the Division, and there are four Division consumers in the facility and another resident who is not funded by the Division, the Qualified Vendor shall bill the Division a *per diem* rate based on the occupancy of five.
- 4. If a resident is not in the Qualified Vendor's facility, the Qualified Vendor shall not bill the Division for this resident. In this situation, the Qualified Vendor shall bill the Division at the occupancy level that corresponds to the actual number of residents in the facility.

Unit of Service

One unit equals one day (24 hours). If the consumer is a resident at 11:59 p.m. on a given day, the Qualified Vendor may bill that day for that consumer.

Direct Service Staff	Oualifications
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Reserved.

Recordkeeping and Reporting Requirements

Reserved.

HOME HEALTH AIDE

Service Description

This service provides intermittent health maintenance, continued treatment or monitoring of a health condition, and supportive care for activities of daily living at the consumer's place of residence.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult); or
 - 1.4 A Level I or Level II behavioral health facility.
- 2. This service shall not be provided when the consumer is hospitalized.
- 3. This service shall not be provided to consumers living in skilled nursing facilities or ICFs/MR.

Service Goals and Objectives

Service Goals

To increase or maintain self-sufficiency of consumers.

Service Objectives

- 1. Obtain order from physician for home health aide services that is renewed every 62 days.
- 2. Under the supervision of a registered nurse (RN), develop a plan of care, which is reviewed with the registered nurse every 60 days and sent to the primary care physician (PCP) for approval, based on:
 - 2.1 The consumer's self-care skills; and
 - 2.2 The consumer's health condition.

- 3. Provide nursing-related services under the direction and supervision of a registered nurse (RN) to:
 - 3.1 Monitor a consumer's medical condition by:
 - 3.1.1 Monitoring and documenting vital signs, as well as reporting results to the supervising RN or physician;
 - 3.1.2 Changing dressings and/or bandages;
 - 3.1.3 Providing care to prevent decubitus; and
 - 3.1.4 Reinforcing nursing instructions.
 - 3.2 Provide health maintenance or continued treatment services including, but not limited to:
 - 3.2.1 Personal care activities such as:
 - 3.2.1.1 Bathing/shampooing;
 - 3.2.1.2 Toileting;
 - 3.2.1.3 Bowel, bladder and/or ostomy programs as well as catheter hygiene;
 - 3.2.1.4 Dressing;
 - 3.2.1.5 Eating;
 - 3.2.1.6 Routine ambulation, transfers, range of motion activities or simple exercise programs;
 - 3.2.1.7 Combing/brushing and fixing hair;
 - 3.2.1.8 Skin care including hand and foot care;
 - 3.2.1.9 Shaving;
 - 3.2.1.10 Nail care;
 - 3.2.1.11 Dental/oral hygiene; and
 - 3.2.1.12 Assisting with use of special appliances and/or prosthetic devices.
 - 3.2.2 Assisting the consumer in self-administration of medication.
 - 3.2.3 Assisting the consumer to maintain sufficient nutritional and fluid intake.
 - 3.3 Assist in activities of daily living by:
 - 3.3.1 Providing information about nutrition;
 - 3.3.2 Cleaning consumer's living area;
 - 3.3.3 Doing consumer's laundry;
 - 3.3.4 Shopping;
 - 3.3.5 Banking; and
 - 3.3.6 Cooking for consumer as necessary.
 - 3.4 Under the supervision/direction of the RN, teach consumers and families how to perform home health tasks.
 - 3.5 Under the direction of the RN, inform the consumer's designated managed care nurse about other appropriate services when there are additional medical problems or social problems identified during the course of service delivery in order to reassess appropriate level of care/services.

Service Utilization Guidelines

- 1. This service will be authorized based on the nursing needs assessment conducted by the Division's managed care unit.
- 2. The Division's managed care unit will do nursing assessments at least annually, or more frequently if determined by the Division, to reassess need for this service.
- 3. This service may not be provided on the same day Attendant Care or Housekeeping is provided.

Rate

Published.

Unit of Service

- 1. The basis of payment for this service is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 2. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the Qualified Vendor basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

- 1. The Qualified Vendor must be a home health agency licensed by the Arizona Department of Health Services and certified by Medicare.
- 2. Qualified Vendor personnel who provide home health aide services must meet the qualifications pursuant to 42 CFR Part 484.4.
- 3. Home health aide service must be provided by an aide who is supervised by a registered nurse (RN) or by a licensed practical nurse (LPN) who is supervised by an RN. The supervisor must conduct home visits at least every 60 days.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall have monthly meetings with the Division's managed care nurse and/or provide monthly progress report reports to the managed care nurse. The managed care nurse will provide this information to the support coordinator. At this time the Qualified Vendor shall provide the managed care nurse with a copy of the signed plan of treatment.
- 2. The plan of treatment shall be kept current and signed, and a copy will be sent to the consumer's support coordinator via the managed care nurse to be incorporated into the consumer's case management file.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

NURSING

Service Description

This service provides nursing intervention that may include patient care, coordination, facilitation, and education.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 A consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult);
 - 1.4 A Level I or Level II behavioral health facility; or
 - 1.5 A day treatment and training program.
- 2. This service shall not be provided when the consumer is hospitalized.
- 3. This service shall not be provided to consumers living in skilled nursing facilities or ICFs/MR.

Service Goals and Objectives

Service Goals

- 1. To improve or maintain the physical well being and/or mental health of consumers.
- 2. To increase or maintain self-sufficiency of consumers.
- 3. To provide relief/respite to caregivers of consumers.

Service Objectives

- 1. After the consumer's primary care physician (PCP), or attending physician of record, has provided orders for nursing services, assess skilled needs to develop a plan of treatment, which includes the nursing care plan.
 - 1.1 As specified in the Arizona Nurse Practice Act and prior to the start of service, obtain the written statement from the primary care physician that contains the diagnosis and scope of skilled nursing needs, and medical orders, as needed.

- 1.2 Utilizing sound, current principles of diagnosis and assessment, evaluate the consumer's nursing needs to include:
 - 1.2.1 A review of current medical files, provided by the Qualified Vendor, all pertinent health-related information and communicate with the managed care nurse and/or support coordinator, families, and ISP team members as needed to identify potential health needs and current health status of the consumer; and
 - 1.2.2 An assessment of the consumer in relation to physical (for example need for skin care, respiratory therapy, etc.), developmental, behavioral, and mental health dimensions.
- 1.3 Develop a plan of treatment that includes:
 - 1.3.1 Nursing care plans based on sound principles of diagnosis and assessment. The team member process shall be utilized to adequately assess the consumer's needs and to develop nursing diagnosis.
 - 1.3.2 The physician's orders.
- 1.4 Observe and evaluate the consumer's response to treatment and review plan of treatment and nursing care plan as directed or as needed. All personnel shall incorporate information to deliver optimal care to the consumer.
- 2. Provide intermittent (short-term) or continuous skilled nursing services, as assessed and outlined in the nursing plan of care and supported by the consumer's PCP or attending physician of record. Staff utilized to provide nursing services will be licensed professional nursing personnel, either a registered nurse (RN) or a licensed practical nurse (LPN), who is under the direct supervision of a RN.
 - 2.1 Based upon physician orders and the nursing plan of care, provide direct services including, but not limited to:
 - 2.1.1 Injections:
 - 2.1.2 Intravenous (IV) treatments;
 - 2.1.3 Insertions of catheters;
 - 2.1.4 Respiratory therapy/respiratory treatments;
 - 2.1.5 Treatment for pressure sores;
 - 2.1.6 Care of surgical wounds;
 - 2.1.7 Nasal gastric feedings;
 - 2.1.8 Tracheotomy care;
 - 2.1.9 Parenteral Nutrition (TPN);
 - 2.1.10 Oxygen;
 - 2.1.11 Broviac catheter:
 - 2.1.12 Rectal medications for seizures; and
 - 2.1.13 Peritoneal dialysis.
 - 2.2 Plan of treatment shall be implemented and followed utilizing sound principles of diagnosis and assessment.

- 2.3 In the preparation and dispensing of medications, all personnel shall refer to physicians' orders via the individual chart and medication profile, and medications shall be dispensed, administered, and documented using the routine well known to the nursing process. Only a RN shall administer intravenous medications.
 - 2.3.1 Ensure that all medications are completely and accurately labeled per current plan of treatment; and monitor use of medication with relation to prescription.
- 2.4 Assist with counseling to help the consumer.
- 2.5 When required, render emergency care.
- 2.6 Perform and document skin assessments.
- 2.7 Assist in activities of daily living by:
 - 2.7.1 Assisting with personal care tasks;
 - 2.7.2 Providing information about nutrition;
 - 2.7.3 Doing light cleaning in the consumer's living area;
 - 2.7.4 Doing consumer's laundry; and
 - 2.7.5 Cooking for consumer as necessary.
- 2.8 As necessary, provide physical or mental rehabilitation through restorative nursing functions and various therapies, encouraging consumers to focus on their abilities and assist them with maximizing usage of assistive devices.
- 3. Provide support to the plan of treatment and nursing care plan with a focus on prevention and health promotion to consumer, family and/or their support systems, taking into account the consumer and the family's values and cultural beliefs.
 - 3.1 To insure maximum success of the plan of treatment and nursing care plan:
 - 3.1.1 Provide training on nursing procedures and treatment to the consumer, family and/or support systems;
 - 3.1.2 Act as liaison between direct care staff and community-based professionals, agencies and/or educational resources;
 - 3.1.3 Accompany consumer on appointments to discuss special health concerns;
 - 3.1.4 Make telephone contact with physicians or health agencies to address specific health needs;
 - 3.1.5 Consult with the educational community on behalf of the consumer, as necessary, and when necessary provide training to educators;
 - 3.1.6 Assist the family in making referrals to primary care physicians or other appropriate professionals for examinations and diagnostic procedures, as deemed necessary; and
 - 3.1.7 Coordinate delivery of needed services to consumers, families and support systems.
 - 3.2 Within the context of the plan of treatment, the nursing care plan and the consumer's health needs, provide education to consumer, family and/or support system regarding health care identified needs, including:
 - 3.2.1 How to work with the primary care physician and the referral system;
 - 3.2.2 How to obtain durable medical equipment needed;

- 3.2.3 How to obtain, prepare and dispense medications; and
- 3.2.4 Following physician orders and keeping proper documentation of medical appointments, physician orders, medications, therapies and treatments and the consumer's response to all.
- 3.3 Collaborate with other health professionals and health care team members to meet identified consumer/family needs.
- 4. As requested participate in training, when applicable, or, as required, provide training and technical assistance to Division staff and other appropriate individuals.
 - 4.1 Nursing personnel shall be responsible for meeting monthly with Division managed care nurses to review the plan of treatment and the nursing care plan, maintaining regular contact with Division managed care nurses, and determining current priorities.
 - 4.2 Nursing personnel may be directed to participate in orientation or other in-service training.
 - 4.3 Nursing personnel may be directed to participate in the development of policies and procedures relevant to other stated objectives.
 - 4.4 Nursing personnel may be requested to consult with the support coordinator, medical supply representatives and other professional and paraprofessional staff on the features and design of special equipment that the consumer may need.
 - 4.5 Nursing personnel may be requested to prepare instruction on the use and care of special equipment.
- 5. Ensure that personnel are properly trained, prior to the delivery of nursing services, by ensuring that staff:
 - 5.1 Have received specialized training to the consumer's care needs and be updated on an as needed basis. (Nurses providing care to a person using a ventilator must be ventilator certified or have a developed competency for the specific ventilator via work experience.)
 - Have been informed of proper techniques for medication administration including:
 - 5.2.1 All medications shall be completely labeled; and
 - 5.2.2 Discrepancies in the preparation and or the dispensing of medication shall be brought to the attention of the supervisor immediately, with counseling of involved personnel and follow through.
 - 5.3 Have been provided with information regarding emergency care and first aid, as well as specific individual first aid for specific conditions.
 - 5.4 Have been oriented to the designated disaster plan, including but not limited to, calling paramedics, instituting life-saving measures and other emergency policies of the Division.
 - 5.5 Have completed an orientation to clinical and administrative record keeping by a nurse approved by, or contracted with the Division or AHCCCS Administration.

Service Utilization Guidelines

- 1. Nursing will be authorized based on the nursing needs assessment conducted by the Division's managed care unit.
- 2. This service is provided on an intermittent (short-term) or continuous basis. The allocation of nursing service hours is authorized by the managed care nurse, based on the nursing assessment, which will be included in the consumer's ISP.
- The Division's managed care unit will conduct nursing assessments at least annually, or more frequently if required by the Division, to reassess need for this service.
- 4 Prior to initiating the service, the Qualified Vendor shall obtain written orders from the consumer's primary care physician (PCP) or physician of record. The written physician orders will be renewed every 62 days (bimonthly).

Rate

Published.

Unit of Service

- 1. The basis of payment for Nursing, Short Term is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 2. If the Qualified Vendor provides nursing for more than 15 hours in one day, this is considered to be Nursing, Continuous. One unit of service for Nursing, Continuous equals one day (15 or more hours in a 24-hour period) of direct service. A Qualified Vendor billing for Nursing, Continuous shall bill for the appropriate number of days of service and include the actual cumulative hours of service provided on the billing document as required by the Division.
- 3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall be:

- 1. A home health agency licensed by the Arizona Department of Health Services and certified by Medicare utilizing RNs and LPNs, under the direction and supervision of an RN for both short-term or continuous nursing care;
- 2. A home health agency licensed by the Arizona Department of Health Services utilizing RNs and LPNs, under the direction and supervision of an RN, for continuous nursing care and RNs only when doing short-term nursing care; or
- 3. An independent nurse approved and authorized by the Division who works through a private duty home health agency.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall have monthly meetings with the Division's managed care nurse and/or provide monthly progress reports to the managed care nurse. The managed care nurse will provide this information to the support coordinator. At this time the Qualified Vendor shall provide the managed care nurse with a copy of the signed plan of treatment.
- 2. The plan of treatment shall be kept current and signed, and a copy will be sent to the consumer's support coordinator via the managed care nurse to be incorporated into the consumer's case management file.
- 3. All physician orders shall be maintained in each consumer's file and a copy sent to the Division representative.
- 4. The Qualified Vendor will give consumer-specific documentation to the Division upon request.
- 5. The Qualified Vendor shall retain documentation of all training including copies of CPR certification in the Qualified Vendor's files.
- 6. The Qualified Vendor must maintain on file proof of hours worked by their staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.
- 7. The Qualified Vendor will notify the Division/District when skilled needs change in between the 62 day plan period.

- 8. The staff providing nursing services are responsible for all documentation of the consumer's care, including skilled nursing care such as suctioning, tracheotomy changes, medications, etc.
 - 8.1 Documentation of ISP team members exchanges of information pertaining to nursing shall be written in the nurse's notes on each consumer discussed and documented at the team meeting by attendee signature.

OCCUPATIONAL THERAPY

Service Description

This service directs the participation of consumers over age three in selected activities to restore, maintain or improve functional skills.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult);
 - 1.4 A skilled nursing facility;
 - 1.5 An ICF/MR; or
 - 1.6 The Qualified Vendor's office/center.
- 2. This serve shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

To accomplish the functional outcomes/goals identified by the consumer and his/her family/the consumer's representative through the ISP team planning process.

Service Objectives

- 1. Complete or obtain an evaluation/assessment of the consumer's skills and needs in the following areas:
 - 1.1 Fine motor;
 - 1.2 Sensory-motor;
 - 1.3 Oral motor/feeding;
 - 1.4 Reflexes, muscle tone;
 - 1.5 Functional living skills; and
 - 1.6 Equipment needs.

- 2. In conducting the evaluation/assessment:
 - 2.1 Include an interview with consumer's family or the consumer's representative, utilize questionnaires, standardized test procedures, direct observations and consultation with or involvement of others. As part of the interview, the family or consumer's representatives provides input regarding daily routines, supports, strengths and concerns.
 - 2.2 Review and discuss assessment results with the consumer, family, consumer's representative, support coordinator and others.
 - 2.3 Provide information to the consumer/family/consumer's representative about activities to be carried out within the consumer's daily routine. A summary of these activities must be included in the written report.
- 3. Collaborate with parents, consumer representatives, teachers, paraprofessionals and others involved with the consumer to develop the ISP and to ensure a comprehensive and coordinated ISP for the consumer.
- 4. Recommend integrated functional activities and instruct consumers and/or parents, consumer representatives, teachers, paraprofessionals and others involved to incorporate these activities into the daily routines, in support of the ISP outcomes/objectives/goals.
- 5. Provide intervention and treatment that requires the skills as a licensed occupational therapist to implement outcomes/objectives/goals of the ISP.
- 6. Collaborate with others (including the school programs and other therapists), train families/the consumer's representative, review programs, and attend the ISP meeting. Contact with school therapists must be made to ensure consistency across environments without duplication of service. Techniques or modalities should support one another and not contraindicate each other.

- 1. Evaluation/assessment alone cannot determine the need for occupational therapy services. Outcomes/objectives/goals are established at the ISP meeting. The ISP team determines who or what service is most appropriate to implement the outcomes/objectives/goals. Any outcome/objective/goal can be addressed in a number of ways.
- 2. The Qualified Vendor/direct service staff may recommend a level of therapy, but the ISP team determines the level based on the family/consumer circumstances.
- 3. Levels of service should be flexible in order to meet the changing needs of a consumer and the family.

- 4. Goals will be identified and developed within the context of the ISP team so that the consumer will receive consistency across environments (home and community). Supports and services should build upon natural relationships and be delivered in settings and ways that support daily routines. Informational support will be provided on a regular basis to consumers/families/consumer representatives.
- 5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and train family/consumer's representative in use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
- 6. Services should be time limited.
- 7. To continue service, progress and family/consumer representative follow through should be documented.
- 8. The Qualified Vendor/direct service staff will review the need for ongoing therapy and adjust recommendations for level of intervention/treatment and modify or discontinue when a skilled therapist is no longer necessary.

Rate

- 1. Published.
- 2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the published rate schedule, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance. If, however, the Qualified Vendor provides services to another consumer/other consumers in the same geographical area as that where the first consumer is located, the Qualified Vendor shall bill the Division the In Office or Center Based Service Delivery rate for the other consumer(s).

- 1. One unit of evaluation equals one visit for evaluation.
- 2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Direct service staff shall meet all applicable licensure requirements in order to provide occupational therapy services, including:

- 1. Occupational therapy services must be provided by a person licensed by the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.
- 2. Occupational therapists utilizing Certified Occupational Therapy Assistants must adhere to supervision licensure requirements from the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
- 2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will adhere to the Division's therapy policy.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

OCCUPATIONAL THERAPY EARLY INTERVENTION

Service Description

This service directs the participation of a consumer from birth to age three in selected activities to restore, maintain and improve functional skills.

Service Setting

- 1. This service is typically provided in the consumer's home but may be provided in a developmental home (child), skilled nursing facility, ICF/MR, or the Qualified Vendor's office/center.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goal and Objectives

Service Goals

- 1. To support and enhance the resources of the family to promote their child's development and participation in family and community life.
- 2. To focus on functional and meaningful outcomes for families and children who, as they grow, will continue to make decisions that support their independence and involvement with their community and the activities that interest and fulfill them.
- 3. To assist the family and other caregivers in providing learning opportunities that facilitate their child's successful engagement in relationships, activities, routines, and events of everyday life.

Service Objectives

- 1. Participate in, conduct or obtain an evaluation of the child's development.
 - 1.1 The evaluation of the child's development shall include: (1) a review of pertinent records related to the child's current health status and medical history, and (2) a evaluation of the child's level of functioning and assessment of the unique needs of the child in each of the following developmental areas: cognitive development; physical development, including vision and hearing; communication development; social-emotional development; and adaptive development.

- 1.2 Evaluation procedures must include consideration of how the child's developmental capabilities across domains impact the child's ability to (1) engage or participate; (2) develop social relationships; and (3) be independent.
- 1.3 The evaluations must be conducted by qualified personnel who are trained to utilize appropriate and nondiscriminatory methods and procedures, including informed clinical opinion, to evaluate children from birth through 36 months.
- 1.4 Evaluation procedures and materials selected must be administered in the native language of the parents or other mode of communication, unless it is clearly not feasible to do so, and not be racially or culturally discriminatory.
- 2. Collaborate with families, caregivers, support coordinators, and other early intervention professionals to develop and implement the Individualized Family Service Plan (IFSP).
 - 2.1 Assist the family in identifying their priorities, resources and interests related to their child's development. Discussion of family priorities, resources and interests is completely directed by the family and at their discretion.
 - 2.2 The IFSP team, including the occupational therapist, shall review and synthesize developmental information from all developmental assessment, evaluations, pertinent records, family report, observation and other sources of information.
 - 2.3 The IFSP team will identify functional, routine-based outcomes.
 - 2.4 The IFSP team will identify the supports and strategies that will assist the child and family to attain their Individualized Family Service Plan outcomes. The IFSP team shall ensure that all strategies identified in partnership with the family and caregivers are (1) relevant to the family's priorities, resources, and concerns, (2) directly linked to the functional, routines-based IFSP outcomes, and (3) based on a holistic understanding of child development.
- 3. Collaborate and consult with IFSP team members to ensure that all services, supports and strategies are coordinated and focus on assisting the families and caregivers to participate in desired activities.
- 4. Provide intervention and treatment that requires the skills as a licensed occupational therapist to implement outcomes/objectives/goals of the IFSP.
- 5. Participate in assessing progress toward IFSP outcomes.
 - 5.1 The occupational therapist, as a member of the Individualized Family Service Plan team, shall document and report progress toward outcomes systematically and use this information to develop, review and evaluate the Individualized Family Service Plan. The occupational therapist shall involve the family and other caregivers in assessing progress, both qualitatively and quantitatively.

- 1. Evaluation and assessment, standards of service delivery, and family's concerns, priorities and resources determine the outcomes identified in the IFSP.
- 2. The IFSP team determines who will assist the family and child in attaining the outcomes.
- 3. All IFSP team members contribute to the discussion of types and frequency of services and are not unilateral decision-makers.
- 4. Service delivery methods, times, days, locations should be flexible and meet the requirements of natural environments.
- 5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and support the family in its use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
- 6. The IFSP team will review the progress toward the IFSP outcomes and determine the appropriateness of services identified to meet the outcomes.

Rate

- 1. Published.
- 2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the published rate schedule, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance. If, however, the Qualified Vendor provides services to another consumer/other consumers in the same geographical area as that where the first consumer is located, the Qualified Vendor shall bill the Division the In Office or Center Based Service Delivery rate for the other consumer(s).

- 1. One unit of evaluation equals one visit for evaluation.
- 2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall meet all applicable licensure and the Arizona Early Intervention Program (AzEIP) Personnel Standards requirements in order to provide occupational therapy services, including:

- 1. Occupational therapy services must be provided by a person licensed by the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.
- 2. Occupational therapists utilizing Certified Occupational Therapy Assistants must adhere to supervision licensure requirements from the Arizona Board of Occupational Therapy Examiners pursuant to Arizona Revised Statutes, Title 32, and Chapter 34.
- 3. The Qualified Vendor and each individual therapist must:
 - 3.1 Be registered with the Arizona Early Intervention Program and completed a program self-assessment.
 - 3.2 Work cooperatively with DES/DDD for the State and Federal monitoring of the statewide Early Intervention Program. Comply with all applicable DES/DDD and DES/AzEIP requirements, including the AzEIP policies and procedures.
 - 3.3 Comply with the AzEIP Professional Development System and meet the AzEIP Standards of Practice.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
- 2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will document the relationship between the service and the outcome it is intended to achieve as identified on the IFSP and adhere to the Division's therapy policy.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

PHYSICAL THERAPY

Service Description

This service directs participation by consumers over age three in selected activities to restore, maintain, or improve physical skills.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult);
 - 1.4 A skilled nursing facility;
 - 1.5 An ICF/MR; or
 - 1.6 The Qualified Vendor's office/center.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

To accomplish the functional outcomes/goals identified by the consumer and his/her family/the consumer's representative through the ISP team planning process.

Service Objectives

- 1. Complete or obtain an evaluation/assessment of the consumer's skills and needs in the following areas:
 - 1.1 Gross motor;
 - 1.2 Muscle tone;
 - 1.3 Reflex testing (as appropriate); and
 - 1.4 Equipment needs.
- 2. In conducting the evaluation/assessment:
 - Include an interview with the consumer's family or the consumer's representative, utilize questionnaires, standardized test procedures, direct observations and consultation with or involvement of others. As part of the interview, the family or

- consumer representative provides input regarding daily routines, supports, strengths and concerns.
- 2.2 Review and discuss assessment results with the consumer, family, consumer's representative, support coordinators and others.
- 2.3 Provide information to the consumer/family/consumer's representative about activities to be carried out within the consumer's daily routine. A summary of these activities must be included in the written report.
- 3. Collaborate with parents, consumer representatives, teachers, paraprofessionals and others involved with the consumer to develop the ISP and to ensure a comprehensive and coordinated ISP for the consumer.
- 4. Recommend integrated functional activities and instruct consumers and/or parents, consumer representatives, teachers, paraprofessionals and others involved to incorporate these activities into the daily routines, in support of the ISP outcomes/objectives/goals.
- Provide intervention and treatment that requires the skills as a licensed physical therapist to implement outcomes/objectives/goals of the ISP.
- 6. Collaborate with others (including the school programs and other therapists), train families/consumer representatives, review programs, and attend the ISP meeting. Contact with school therapists must be made to ensure consistency across environments without duplication of service. Techniques or modalities should support one another and not contraindicate each other.

- 1. Evaluation/assessment alone cannot determine the need for occupational therapy services. Outcomes/objectives/goals are established at the ISP meeting. The ISP team determines who or what service is most appropriate to implement the outcomes/objectives/goals. Any outcome/objective/goal can be addressed in a number of ways.
- 2. The Qualified Vendor/direct service staff may recommend a level of therapy, but the ISP team determines the level based on the family/consumer circumstances.
- 3. Levels of service should be flexible in order to meet the changing needs of a consumer and the family.
- 4. Goals will be identified and developed within the context of the ISP team so that the consumer will receive consistency across environments (home and community). Supports and services should build upon natural relationships and be delivered in settings and ways that support daily routines. Informational support will be provided on a regular basis to consumers/families/consumer representatives.

- 5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and train family/consumer's representative in use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
- 6. Services should be time limited.
- 7. To continue service, progress and family/consumer representative follow through should be documented. Services should be discontinued as indicated.
- 8. The Qualified Vendor/direct service staff will review the need for ongoing therapy and adjust recommendations for level of intervention/treatment and modify or discontinue when a skilled therapist is no longer necessary.

Rate

- 1. Published.
- 2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the published rate schedule, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance. If, however, the Qualified Vendor provides services to another consumer/other consumers in the same geographical area as that where the first consumer is located, the Qualified Vendor shall bill the Division the In Office or Center Based Service Delivery rate for the other consumer(s).

- 1. One unit of evaluation equals one visit for evaluation.
- 2. The basis of payment for this service other than evaluation is an hourly unit of direct service. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - ☐ If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.
- 3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Physical therapy services must be provided by a person licensed by the Arizona Board of Physical Therapy Examiners and who is a graduate of an "accredited physical therapy education program" curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Physical Therapy Association.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
- 2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will adhere to the Division's therapy policy.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

PHYSICAL THERAPY EARLY INTERVENTION

Service Description

This service directs the participation of a consumer from birth to age three in selected activities to restore, maintain and improve physical skills.

Service Setting

- 1. This service is typically provided in the consumer's home but may be provided in a developmental home (child), skilled nursing facility, ICF/MR, or the Qualified Vendor's office/center.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goal and Objectives

Service Goals

- 1. To support and enhance the resources of the family to promote their child's development and participation in family and community life.
- 2. To focus on functional and meaningful outcomes for families and children who, as they grow, will continue to make decisions that support their independence and involvement with their community and the activities that interest and fulfill them.
- 3. To assist the family and other caregivers in providing learning opportunities that facilitate their child's successful engagement in relationships, activities, routines, and events of everyday life.

Service Objectives

- 1. Participate in, conduct or obtain an evaluation of the child's development.
 - The evaluation of the child's development shall include: (1) a review of pertinent records related to the child's current health status and medical history, and (2) a evaluation of the child's level of functioning and assessment of the unique needs of the child in each of the following developmental areas: cognitive development; physical development, including vision and hearing; communication development; social-emotional development; and adaptive development.

- 1.2 Evaluation procedures must include consideration of how the child's developmental capabilities across domains impact the child's ability to (1) engage or participate; (2) develop social relationships; and (3) be independent.
- 1.3 The evaluations must be conducted by qualified personnel who are trained to utilize appropriate and nondiscriminatory methods and procedures, including informed clinical opinion, to evaluate children from birth through 36 months.
- 1.4 Evaluation procedures and materials selected must be administered in the native language of the parents or other mode of communication, unless it is clearly not feasible to do so, and not be racially or culturally discriminatory.
- 2. Collaborate with families, caregivers, support coordinators, and other early intervention professionals to develop and implement the Individualized Family Service Plan (IFSP).
 - 2.1 Assist the family in identifying their priorities, resources and interests related to their child's development. Discussion of family priorities, resources and interests is completely directed by the family and at their discretion.
 - 2.2 The IFSP team, including the physical therapist, shall review and synthesize developmental information from all developmental assessment, evaluations, pertinent records, family report, observation and other sources of information.
 - 2.3 The IFSP team will identify functional, routine-based outcomes.
 - 2.4 The IFSP team will identify the supports and strategies that will assist the child and family to attain their IFSP outcomes. The IFSP team shall ensure that all strategies identified in partnership with the family and other caregivers are (1) relevant to the family's priorities, resources, and concerns, (2) directly linked to the functional, routines-based IFSP outcomes, and (3) based on a holistic understanding of child development.
- 3. Collaborate and consult with IFSP team members in the provision of services to ensure that all services, supports and strategies are coordinated and focus on assisting families to participate in desired activities.
- 4. Provide intervention and treatment that requires the skills as a licensed physical therapist to implement outcomes/objectives/goals of the ISP.
- 5. Participate in assessing progress toward IFSP outcomes.
 - 5.1 The physical therapist, as a member of the Individualized Family Service Plan team, shall document and report progress toward outcomes systematically and use this information to develop, review and evaluate the Individualized Family Service Plan. The physical therapist shall involve the family and other caregivers in assessing progress, both qualitatively and quantitatively.

- 1. Evaluation and assessment, standards of service delivery, and family's concerns, priorities and resources determine the outcomes identified in the IFSP.
- 2. The IFSP team determines who will assist the family and child in attaining the outcomes.
- 3. All IFSP team members contribute to the discussion of types and frequency of services and are not unilateral decision-makers.
- 4. Service delivery methods, times, days, locations should be flexible and meet the requirements of natural environments.
- 5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and support the family in its use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
- 6. The IFSP team will review the progress toward the IFSP outcomes and determine the appropriateness of services identified to meet the outcomes.

Rate

- 1. Published.
- 2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the published rate schedule, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance. If, however, the Qualified Vendor provides services to another consumer/other consumers in the same geographical area as that where the first consumer is located, the Qualified Vendor shall bill the Division the In Office or Center Based Service Delivery rate for the other consumer(s).

- 1. One unit of evaluation equals one visit for evaluation.
- 2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall meet all applicable licensure and Arizona Early Intervention Program (AzEIP) Personnel Standards requirements in order to provide physical therapy services, including:

- 1. Physical therapy services must be provided by a person licensed by the Arizona Board of Physical Therapy Examiners and who is a graduate of an "accredited physical therapy education program" curriculum accredited jointly by the Council on Medical Education of the American Medical Association and the American Physical Therapy Association.
- 2. The Qualified Vendor and each individual therapist must:
 - 2.1 Be registered with the Arizona Early Intervention Program and completed a program self-assessment.
 - Work cooperatively with DES/DDD for the State and Federal monitoring of the statewide Early Intervention Program. Comply with all applicable DES/DDD and DES/AzEIP requirements, including the AzEIP policies and procedures.
 - 2.3 Comply with the AzEIP Professional Development System and meet the AzEIP Standards of Practice.

Reporting Requirements

- 1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
- 2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will document the relationship between the service and the outcome it is intended to achieve as identified on the IFSP and adhere to the Division's therapy policy.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

SPEECH THERAPY

Service Description

This service provides evaluations, program recommendations, and/or treatment/training in receptive and expressive language, voice, articulation and fluency for consumers age three and over.

Service Setting

- 1. This service may be provided in the following settings:
 - 1.1 The consumer's home;
 - 1.2 A group home;
 - 1.3 A developmental home (child or adult);
 - 1.4 A skilled nursing facility;
 - 1.5 An ICF/MR; or
 - 1.6 The Qualified Vendor's office/center.
- 2. This serve shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

To accomplish the functional outcomes/goals identified by the consumer and his/her family/the consumer's representative through the ISP team planning process.

Service Objectives

- 1. Complete or obtain an evaluation/assessment of the consumer's skills and needs in the following areas:
 - 1.1 Oral peripheral mechanism;
 - 1.2 Feeding;
 - 1.3 Current language levels;
 - 1.4 Phonation/respiration;
 - 1.5 Imitation, inner (cognitive) language, receptive and expressive language, sign language;
 - 1.6 Learning style, articulation and equipment needs; and
 - 1.7 Need for augmentative/assistive technology.

- 2. In conducting the evaluation/assessment:
 - 2.1 Include an interview with consumer's family or consumer's representative, utilize questionnaires, standardized test procedures, direct observations and consultation with or involvement of others. As part of the interview, the family or consumer's representative provides input regarding daily routines, supports, strengths and concerns.
 - 2.2 Review and discuss assessment results with the consumer, family, consumer's representative, support coordinators and others.
 - 2.3 Provide information to the consumer/family/consumer's representative about activities to be carried out within the consumer's daily routine. A summary of these activities must be included in the written report.
- 3. Collaborate with parents, consumer representatives, teachers, paraprofessionals and others involved with the consumer to develop the ISP and to ensure a comprehensive and coordinated ISP for the consumer.
- 4. Recommend integrated functional activities and instruct consumers and/or parents, consumer representatives, teachers, paraprofessionals and others involved to incorporate these activities into the daily routines, in support of the ISP outcomes/objectives/goals.
- 5. Provide intervention and treatment that requires the skills as a licensed speech therapist to implement outcomes/objectives/goals of the ISP.
- 6. Collaborate with others (including the school programs and other therapists), train families/consumer representatives, review programs, and attend the ISP meeting. Contact with school therapists must be made to ensure consistency across environments without duplication of service. Techniques or modalities should support one another and not contraindicate each other.

- 1. Evaluation/assessment alone cannot determine the need for occupational therapy services. Outcomes/objectives/goals are established at the ISP meeting. The ISP team determines who or what service is most appropriate to implement the outcomes/objectives/goals. Any outcome/objective/goal can be addressed in a number of ways.
- 2. The Qualified Vendor/direct service staff may recommend a level of therapy, but the ISP team determines the level based on the family/consumer circumstances.
- 3. Levels of service should be flexible in order to meet the changing needs of a consumer and the family.

- 4. Goals will be identified and developed within the context of the ISP team so that the consumer will receive consistency across environments (home and community). Supports and services should build upon natural relationships and be delivered in settings and ways that support daily routines. Informational support will be provided on a regular basis to consumers/families/consumer representatives.
- 5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and train family/consumer's representative in use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
- 6. Services should be time limited.
- 7. To continue service, progress and family/consumer representative follow through should be documented. Services should be discontinued as indicated.
- 8. The Qualified Vendor/direct service staff will review the need for ongoing therapy and adjust recommendations for level of intervention/treatment and modify or discontinue when a skilled therapist is no longer necessary.

Rate

- 1. Published.
- 2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the published rate schedule, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance. If, however, the Qualified Vendor provides services to another consumer/other consumers in the same geographical area as that where the first consumer is located, the Qualified Vendor shall bill the Division the In Office or Center Based Service Delivery rate for the other consumer(s).

- 1. One unit of evaluation equals one visit for evaluation.
- 2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Direct Service Staff Qualifications

Speech therapy services must be provided by a Speech Language Pathologist that holds a license issued by the Arizona Department of Health Services. If non-certified or clinical fellowship year (CFY) personnel are utilized, they must be under supervision of a certified Speech Language Pathologist.

Recordkeeping and Reporting Requirements

- 1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
- 2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will adhere to the Division's therapy policy.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

SPEECH THERAPY EARLY INTERVENTION

Service Description

This service provides evaluations, program recommendations, and/or treatment/training in receptive and expressive language, voice, articulation and fluency to consumers from birth to age three.

Service Setting

- 1. This service is typically provided in the consumer's home but may be provided in a developmental home (child), a skilled nursing facility, an ICF/MR, or the Qualified Vendor's office/center.
- 2. This service shall not be provided when the consumer is hospitalized.

Service Goals and Objectives

Service Goals

- 1. To support and enhance the resources of the family to promote their child's development and participation in family and community life.
- 2. To focus on functional and meaningful outcomes for families and children who, as they grow, will continue to make decisions that support their independence and involvement with their community and the activities that interest and fulfill them.
- 3. To assist the family and other caregivers in providing learning opportunities that facilitate their child's successful engagement in relationships, activities, routines, and events of everyday life.

Service Objectives

- 1. Participate in, conduct or obtain an evaluation of the child's development.
 - The evaluation of the child's development shall include: (1) a review of pertinent records related to the child's current health status and medical history, and (2) a evaluation of the child's level of functioning and assessment of the unique needs of the child in each of the following developmental areas: cognitive development; physical development, including vision and hearing; communication development; social-emotional development; and adaptive development.

- 1.2 Evaluation procedures must include consideration of how the child's developmental capabilities across domains impact the child's ability to (1) engage or participate; (2) develop social relationships; and (3) be independent.
- 1.3 The evaluations must be conducted by qualified personnel who are trained to utilize appropriate and nondiscriminatory methods and procedures, including informed clinical opinion, to evaluate children from birth through 36 months.
- 1.4 Evaluation procedures and materials selected must be administered in the native language of the parents or other mode of communication, unless it is clearly not feasible to do so, and not be racially or culturally discriminatory.
- 2. Collaborate with families, caregivers, support coordinators, and other early intervention professionals to develop and implement the Individualized Family Service Plan (IFSP).
 - 2.1 Assist the family in identifying their priorities, resources and interests related to their child's development. Discussion of family priorities, resources and interests is completely directed by the family and at their discretion.
 - 2.2 The IFSP team, including the speech language pathologist, shall review and synthesize developmental information from all developmental assessment, evaluations, pertinent records, family report, observation and other sources of information.
 - 2.3 The IFSP team will identify functional, routine-based outcomes.
 - The IFSP team will identify supports and strategies that will assist the child and family to attain their Individualized Family Service Plan outcomes. The IFSP team shall ensure that all strategies identified in partnership with the family and other caregivers are (1) relevant to the family's priorities, resources and concerns, (2) directly linked to the functional, routines-based IFSP outcomes, and (3) based on a holistic understanding of child development.
- 3. Collaborate and consult with IFSP team members in the provision of services to ensure that all services and supports and strategies are coordinated and focus on assisting the families and caregivers to participate in desired activities.
- 4. Provide intervention and treatment that requires the skills as a licensed speech therapist to implement outcomes/objectives/goals of the ISP.
- 5. Participate in assessing progress toward IFSP outcomes.
 - 5.1 The speech language pathologist, as a member of the Individualized Family Service Plan team, shall document and report progress toward outcomes systematically and use this information to develop, review and evaluate the Individualized Family Service Plan. The speech language pathologist shall involve the family and other caregivers in assessing progress, both qualitatively and quantitatively.

- 1. Evaluation and assessment, standards of service delivery, and family's concerns, priorities and resources determine the outcomes identified in the IFSP.
- 2. The IFSP team determines who will assist the family and child in attaining the outcomes.
- 3. All IFSP team members contribute to the discussion of types and frequency of services and are not unilateral decision-makers.
- 4. Service delivery methods, times, days, locations should be flexible and meet the requirements of natural environments.
- 5. The Qualified Vendor/direct service staff should make recommendations for needed equipment, help obtain equipment and support the family in its use and maintenance. The Qualified Vendor/direct service staff will monitor equipment as appropriate.
- 6. The IFSP team will review the progress toward the IFSP outcomes and determine the appropriateness of services identified to meet the outcomes.

Rate

- 1. Published.
- 2. If the Qualified Vendor provides this service, other than evaluation, to a consumer within the distance specified in the published rate schedule, the Qualified Vendor shall bill the Division the rate that corresponds to the traveled distance. If, however, the Qualified Vendor provides services to another consumer/other consumers in the same geographical area as that where the first consumer is located, the Qualified Vendor shall bill the Division the In Office or Center Based Service Delivery rate for the other consumer(s).

- 1. One unit of evaluation equals one visit for evaluation.
- 2. The basis of payment for this service other than evaluation is an hourly unit of direct service time. Direct service time is the period of time spent with or on behalf of the consumer and verified by the consumer. When billing, the Qualified Vendor should round its direct service time to the nearest 15-minute increment, as illustrated in the examples below:
 - If services were provided for 65 minutes, bill for 1 hour.
 - ☐ If services were provided for 68 minutes, bill for 1.25 hour.
 - ☐ If services were provided for 50 minutes, bill for 0.75 hour.

3. If the Qualified Vendor provides this service with a single direct service staff person to multiple consumers at the same time, the basis of payment for each consumer will be the total direct service time multiplied by the appropriate multiple client rate for the same unit of service. In no event will more than three consumers receive this service with a single direct service staff person at the same time.

Qualifications

The Qualified Vendor shall meet all applicable licensure and Arizona Early Intervention Program (AzEIP) Personnel Standards requirements in order to provide speech therapy services, including:

- 1. Speech therapy services must be provided by a Speech Language Pathologist that holds a license issued by the Arizona Department of Health Services. If non-certified or clinical fellowship year (CFY) personnel are utilized, they must be under supervision of a certified Speech Language Pathologist.
- 2. The Qualified Vendor and each individual therapist must:
 - 2.1 Be registered with the Arizona Early Intervention Program and completed a program self-assessment.
 - Work cooperatively with DES/DDD for the State and Federal monitoring of the statewide Early Intervention Program. Comply with all applicable DES/DDD and DES/AzEIP requirements, including the AzEIP policies and procedures.
 - 2.3 Comply with the AzEIP Professional Development System and meet the AzEIP Standards of Practice.

Reporting Requirements

- 1. The Qualified Vendor shall submit an evaluation report to the support coordinator within three weeks of the evaluation. The report will adhere to the Division's therapy policy.
- 2. The Qualified Vendor shall submit a quarterly progress report to the support coordinator within 15 days of the end of the quarter. The report will document the relationship between the service and the outcome it is intended to achieve as identified on the IFSP and adhere to the Division's therapy policy.
- 3. The Qualified Vendor must maintain on file proof of hours worked by their direct service staff, e.g., staff time sheets. Each document must be signed by the consumer/family/consumer's representative as verification of hours served.

TRANSPORTATION

Service Description

This service provides non-emergency ground transportation as prior approved by the Division in the following situations:

- 1. For home visits for consumers residing in developmental homes or group homes when providing such transportation would be an extraordinary burden on the developmental home or group home Qualified Vendor, and the consumer's natural supports cannot provide such service.
- 2. For occupational, physical or speech therapy appointments when the consumer's natural supports cannot provide such service.
- 3. For day treatment programs if the consumer is enrolled in a day treatment program that does not provide transportation, and the consumer's natural supports cannot provide such service.

Service Setting

This service shall not be provided to consumers residing in group homes or developmental homes (child or adult) unless the service is for a home visit and providing such transportation would be an extraordinary burden on the developmental home or group home Qualified Vendor, and the consumer's natural supports cannot provide such service.

Service Goals and Objectives

Service Goal

To increase or maintain self-sufficiency, mobility and/or community access of consumers.

Service Objectives

- 1. Provide transportation to consumers from one location to another. This includes traveling to and from designated locations to pick up or drop off consumers at specified times.
- 2. Provide transportation to home visits, therapy appointments, and to and from a day treatment program when the day treatment and training program cannot provide

transportation. (Transportation to medical appointments is typically coordinated through the consumer's AHCCCS/ALTCS health plan. Transportation to behavioral health services is typically coordinated through the Regional Behavioral Health Authority.)

- 3. Assist the consumers in entering and exiting the vehicle as necessary.
- 4. Utilize a method to schedule authorized trips that is capable of accommodating advanced reservation, same day requests and cancellations.
- 5. Schedule pick up and drop off times so that the consumer does not have to wait more than 20 minutes.
- 6. Notify the consumer/family/consumer's representative if the driver is 20 or more minutes late or is unable to transport, and have a backup plan in case the scheduled driver or vehicle is unavailable. The consumer will not be transported by another provider without prior consent of the consumer/family/consumer's representative.
- 7. Equip each vehicle with a two-way radio or a cellular phone that is adequate for the range of vehicle utilization.

Service Utilization Guidelines

- 1. Using the assessment and plan developmental processes, the need for transportation is assessed by the consumer's ISP team when there is no other community or family resources for transportation available.
- 2. All transportation services must be prior authorized by the Division.
- 3. As assessed by the consumer's ISP team, the Division may prior authorize an aide to accompany the driver to supervise consumers for safety or other reasons.
- 4. The Division may request that the Qualified Vendor wait while the consumer completes the appointment.
- 5. The Qualified Vendor shall allow one escort to accompany the consumer. An escort is a caregiver who accompanies the consumer. The Qualified Vendor shall not charge a transport fee for the escort.
- 6. When a consumer needs transportation services, the Qualified Vendor will be contacted with information relative to the dates and times service is needed, pick up and drop off points and if an aide or wait time will be needed.
- 7. Typical utilization would not exceed two one-way trips per day.

Rate

- 1. Published.
- 2. Separate urban and rural rates and procedure codes are established for transportation services. Urban transports are those that originate within the Phoenix and Tucson metropolitan areas. All other transports are defined as rural.
- 3. The "Flat Trip Rate for Regularly Scheduled Daily Transportation" rate can only be used, and shall be the only rate used, for transportation of a consumer to a day treatment program that does not provide transportation.
- 4. The "Non-Emergency Transportation, Family and Friend" rate can only be used, and shall be the only rate used, for transportation of a consumer by an independent individual provider, regardless of whether that provider is or is not a Qualified Vendor.

Unit of Service

- 1. One unit of service equals one trip per person one way, one mile of traveled distance, or 30 minutes of waiting time.
- 2. Mileage reimbursement is limited to loaded mileage. Loaded mileage is the distance traveled, measured in statute miles, while a consumer is on board and being transported.

Direct Service Staff Qualifications

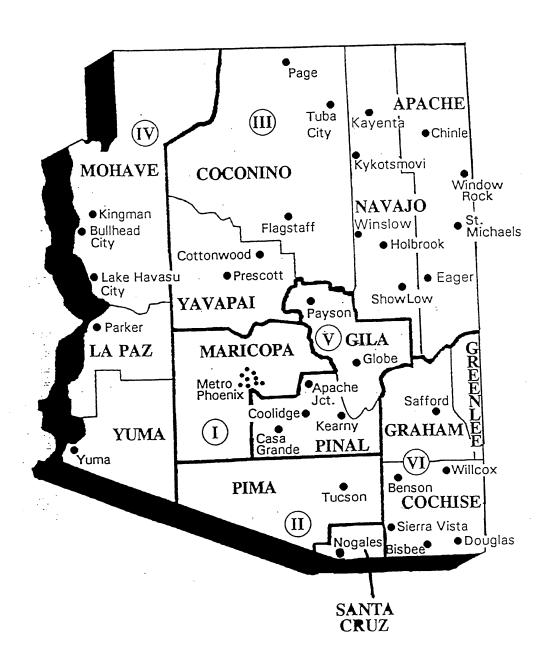
Drivers shall be over the age of eighteen, have the appropriate training, license and endorsement for the vehicle being used.

Recordkeeping and Reporting Requirements

- 1. The provider shall maintain copies of vehicles maintenance records and safety inspections on file.
- 2. The provider shall record services delivered to each consumer, submit them to Division designee, and maintain copies on file. The records shall include, at a minimum by consumer, the consumer's name and ASSISTS identification number, date of service, mileage, and pick up and drop off times. The records must be signed by the consumer, family or consumer's representative as verification of services provided.

SECTION 8 MAP OF DDD DISTRICTS

DES\DDD DISTRICTS AND OFFICES



SECTION 9 ATTACHMENT A APPLICATION AND QUALIFIED VENDOR AGREEMENT AWARD

APPLICATION and QUALIFIED VENDOR AGREEMENT AWARD

RFQVA NO. DDD 704011

TO: THE STATE OF ARIZONA

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

DIVISION OF DEVELOPMENTAL DISABILITIES

APPLICATION

The Undersigned hereby applies and agrees to provide the	e service(s) in compliance with the RFQVA.
For clarification of this application, contact:	
Name	Federal Employer Identification Number
Phone Number	Company Name
Fax Number	Mailing Address
E-Mail Address	City State Zip
If awarded a Qualified Vendor Agreement, all notices should be sent to:	Phone Number Fax Number
	E-Mail Address
Name	
Mailing Address	Signature of Person Authorized to Sign Application
City State Zip	Printed Name
Phone Number Fax Number	Timed Timed
E-Mail Address	Title
APPROVAL OF APPLICATION AND AGREEME	ENT AWARD (FOR STATE OF ARIZONA USE ONLY)
	dor is now bound to provide the service(s) listed in the attached terms, conditions, service specifications, scope of work, as accepted by the State.
	d Vendor Agreement No The begin date and the award is signed by the Procurement Officer or July 1, 2003,
	of Arizona
Awarded this Date:	
Procurement Officer	

SECTION 9 ATTACHMENT B QUALIFIED VENDOR APPLICATION AND DIRECTORY SYSTEM

1. Introduction

On or about March 24, 2003 the Division will release the first version of the Qualified Vendor Application and Directory System (QVADS or System). This first release will collect information from Qualified Vendor Applicants as part of the Request for Qualified Vendor Applications (RFQVA) process. Later releases of the System will, on an ongoing basis, collect information from Qualified Vendors and independent providers for compilation in the Division's Qualified Vendor Directory.

In order to complete the application process, Applicants for Qualified Vendor Agreements must use the System to enter information for submittal to the Division's web site as well as to generate the hardcopy application that must be signed and sent (with supporting documentation) to the Division.

The Directory component of the System will collect additional information from Qualified Vendors that will be used to create a Directory to facilitate consumer choice, and to match Qualified Vendors with consumers who refuse or fail to choose a provider. The Directory component of the System will also collect information from independent providers that are not Qualified Vendors.

As this System is still in development, the information contained in this discussion is intended to provide Applicants and other interested parties with guidance about the information that will be required to complete an Application for Qualified Vendor status, and the information that Qualified Vendors may choose to submit for inclusion in the Directory. As mentioned above, the Application component of the System will be available on or about March 24, 2003, and the Directory component of the System will be available later in the summer. All notices announcing the availability of the System's components will be posted on the Division's website at www.de.state.az.us/ddd.

2. Information Entry Structure

This discussion presents all of the information elements that will be required for the Qualified Vendor Application as well as the optional information that Qualified Vendors may choose to submit when the Directory component of the System becomes available. The required elements must be provided in order for the Qualified Vendor Application and Directory System to accept the Qualified Vendor Application.

Information for the System will be requested using the following structure:

- 1. Registration with the System. This feature will be activated with the release of the Application component of the System. Applicants will register with the System in order to receive a password and gain access to the Qualified Vendor Application.
- 2. Vendor contract information. This feature of the System will collect information such as vendor name, street address, contact person, etc. (See "4. Vendor Application Contract Information Section" below.)
- 3. Qualified Vendor Application Assurances and Submittals form. This feature must be completed for the application process. (See "5. Qualified Vendor Application Assurances and Submittals Section" below.)
- 4. General vendor policy information. This feature collects information required for the application process relating to such items as the recruitment and training policies and the quality management plan of the applicant. (See "6. General Vendor Policy Information" below.)
- 5. Administrative sites and Group Home and Day Treatment and Training sites. This feature will only be partially activated for the Application release. For the application process, information will be required on any group home and day treatment and training sites that are operated by the applicant. When the Directory release is made available, certain information regarding each administrative site operated by the Qualified Vendor will be required, and additional information will be optional. (See "7. Administrative Sites and Group Homes/Day Treatment and Training Sites" below.)
- 6. General information on services provided. Part of this feature will be included in the application component of the System, primarily to collect program descriptions for each service offered by the applicant. In future releases, optional information such as staffing and references can be supplied by the Qualified Vendors. (See, e.g., "8. Home-Based Services" below.)
- 7. Geographic area/site information. This feature will not be included in the application release, but will be included in the Directory release. This feature will collect specific information about capabilities and capacity for each service, for each geographic area/site in which the service is to be provided (some of this information is required, and other information is optional). (See, e.g., "9. Home-Based Services Site Specific Information" below.)

The discussions that follow contain descriptions of the information that will be collected for both the Application release and the subsequent Directory release of the System. As a general rule, the information designated as required will have to be submitted with the Qualified Vendor Application and the information designated as optional may be submitted for the Directory.

The Directory will be used by consumers to identify potential providers, and by the Division to match consumers' service needs with providers. The more information given by an Applicant, the more likely that a consumer will identify that provider's programs as meeting his/her needs. For example, if some of an Applicant's direct service staff is bilingual, but this information is not provided, the Qualified Vendor Application can still be approved, but consumers requiring bilingual service staff will not find a match on that Qualified Vendor's service if they make this part of their search criteria. Thus, providing requested information will result in more matches when consumers search for services. Note that Qualified Vendors may update the optional information in the System, but changes to required items will require Division approval.

3. Instructions

To register with the System, the Applicant will enter their vendor name, contact name and telephone number, their email address, and a password. The System will respond to the email address with a link to a secure section of the Qualified Vendor website. The Applicant will use their user name (email address) and password at this secure website for all future System interaction.

It will not be necessary to complete all information in one session. The Applicant will be able to save and leave the System and to sign on later and resume filling information where they left off. Also, it will be possible for more than one person to provide information. For example, one person may fill in all of the general information, but a different administrator may sign in using the Applicant's user name and password and provide information about services. When the Applicant has entered all of the necessary information, the Application shall be submitted electronically for review and evaluation by the Division. The System will provide the capability for the vendor to print the Application and Qualified Vendor Agreement Award signature form, the Qualified Vendor Application Assurances and Submittals form, and all sections that were completed so that they may be signed and submitted to the Division as required to complete the Application.

Once the electronic information is submitted, it cannot be amended until after it has been processed as a Qualified Vendor Application. The amendment module of the System will be available on or after May 5, 2003. Applicants are advised to monitor the Division website for announcements regarding this component.

The following sections identify the information that the System will collect for each of the areas identified under "Information Entry Structure" above. For each section, failure to provide information in the required fields will cause the Application to be considered incomplete, and the Application will not be accepted by the Division's website until that information is provided and the Application is complete.

4. Vendor Application Contract Information

For this section, the vendor shall identify their Federal Employer Identification number (FEIN) or Social Security number (SSN), AHCCCS ID, executive/owner name, and whether they are an agency, independent professional provider or an independent provider. The Applicant must provide their street, mailing, and payment/billing addresses, and contact information including telephone numbers and email address. They may also include fax numbers and their website URL. Finally, the Applicant shall identify all services that they wish to provide in State Fiscal Year (FY) 2004. For each service, the Applicant shall indicate whether they have a current valid contract or agreement with the Division, the contract number(s), and whether they hold valid certifications or registrations required for each service they wish to provide.

5. Qualified Vendor Application Assurances and Submittals

This section requires assurances and submittals from the Applicant. The Applicant must respond to each of the following items and, when submitting the hard copy of the Qualified Vendor Application, include hard copies of the applicable submittals in order to complete the Application and to be considered for Qualified Vendor status: (all items required)

- 1. Does the Applicant have in effect a valid contract with the Division at the time that this application is submitted? (List of services applied for with checkbox Yes or No)
- 2. Does the Applicant hold all current and appropriate Arizona certification(s) and/or registration(s) as required to provide each developmental disability service applied for, and is such certification(s) and/or registration(s) in good standing with the certification and/or registering organization? (List of services applied for with checkbox Yes or No) If no, **submit** with the hard copy of the Application a copy of the completed application for the appropriate certifications and/or registrations.
- 3. Does the Applicant hold all current and appropriate Arizona license(s) to provide each developmental disability service applied for, and is such license(s) in good standing with the licensing organization? (List of the following services applied for with checkbox Yes or No: Developmental Home, All Group Homes, All Therapies, Nursing) If the Applicant is applying to provide developmental home services or any group home service, does the Applicant certify that the list of sites included in the Qualified Vendor Application and Directory System are appropriately licensed and that such licenses are in good standing with the licensing organization? (Checkbox with Yes or No). If the Applicant is applying to provide developmental home services or any group home service, does the Applicant certify that it understands that it must amend the Qualified Vendor Application and Directory System to include any additional licensed site(s) before the Division will authorize and/or pay for services provided at that site? (Checkbox with Yes or No)

- 4. Has the Applicant or any of its directors, officers, owners, or key personnel had a community developmental disability service or similar service license(s), certification(s) and/or registrations revoked, denied or suspended in Arizona or in other states within the past five years? (Checkbox Yes or No) If yes, **submit** an explanation and current status.
- 5. Has the Applicant or any of its directors, officers, or owners terminated any contracts for cause, had any contracts terminated for cause or been involved in a contract lawsuit related to community developmental disability services or similar services in Arizona or in another state within the past five years? (Checkbox Yes or No) If yes, **submit** a detailed description of such terminations or lawsuits.
- 6. Are there any suits or judgments pending or entered (within the last five years) against the Applicant or its directors, officers, owners, or key personnel related to the provision of community developmental disability services or similar services in Arizona or in other states? (Checkbox Yes or No) If yes, **submit** a summary of those suits or judgments and describe actions the Applicant has taken to prevent future suits or judgments.
- 7. Has the Applicant or any of its directors, officers, owners, or managers been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program? (Checkbox Yes or No) If yes, **submit** information on the person and the conviction.
- 8. Has any of the Applicant's key personnel been convicted of a felony within the past 15 years? (Checkbox Yes or No) If yes, **submit** information on the key personnel and the conviction.
- 9. Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant? (Checkbox Yes or No) If yes, **submit** an explanation.
- 10. Has the Applicant provided all required information in the Qualified Vendor Application and Directory System and submitted such information in electronic form to the Division website? (Checkbox Yes or No)
- 11. If the Applicant is a corporation, does it own or is it owned by a corporation, and/or is it affiliated with a corporation? (Checkbox Yes or No) If yes, **submit** an organizational chart that demonstrates ownership and/or corporate affiliations.
- 12. Does the Applicant or any of the Applicant's officers or administrative staff have a relative as defined in A.R.S. § 38-502 who is an employee of the Division with direct or indirect responsibility for the purchasing, authorizing, monitoring or evaluating of community developmental disability services or vendors? (Checkbox Yes or No) If yes, **submit** a statement disclosing the conflict or potential conflict of interest.

- 13. Is the Applicant required to make a full written disclosure pursuant to the provision of Section 6.4.9 (Substantial Interest Disclosure)? (Checkbox Yes or No) If yes, **submit** a full written disclosure of the proposed payments and amount.
- 14. Has the Applicant, its directors, of officers been debarred, suspended or otherwise lawfully prohibited from any public procurement activity, or does the Applicant employ, consult, subcontract with or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended or otherwise lawfully prohibited from any public procurement activity? (Checkbox Yes or No) Is a suspension or debarment currently pending? (Checkbox Yes or No) If yes, submit an explanation.
- 15. Has the Applicant **submitted** a current I.R.S. W9 form? (Checkbox Yes or No)
- 16. Does the Applicant certify that it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of the Application? (Checkbox Yes or No)
- 17. All amendments (if any) to the RFQVA that have been issued are acknowledged by a signature and the signature page of the amendment are **submitted** with the hardcopy application. (Checkbox Yes or No)
- 18. The applicable document described below is **submitted**:
 - (1) A complete audited financial statement (Checkbox Yes, No or Not Applicable)
 - (2) For Applicants that do not have an audited financial statement (Checkbox Yes, No or Not Applicable)
 - (a) A corporate financial statement; or
 - (b) If a newly formed corporation, the corporate business plan with the personal financial statements of the Director or Chief Executive Officer; or
 - (c) If not a corporation, the personal financial statements of the owners or partners.
- 19. Are there any judgments, tax deficiencies or claims pending or entered against the Applicant that would require disclosure in an audited financial statement? (Checkbox Yes or No) If yes, **submit** a disclosure statement.
- 20. Has the applicant **submitted** the Certificates of Insurance required by Section 6.7.6? (Checkbox Yes or No) If no, does the Applicant certify that it will submit the required Certificates of Insurance prior to accepting a referral or providing a service? (Checkbox Yes or No)

- 21. Has the Applicant declared bankruptcy within the last seven years? (Checkbox Yes or No) If yes, is a court approved corrective plan of action in place? (Checkbox Yes or No) If so, is it available upon request? (Checkbox Yes or No)
- 22. Will the Applicant use a subcontractor(s) to provide services? (Checkbox with Yes or No) If yes, **submit** the following information about each subcontractor: subcontractor company name; subcontractor Federal Employer Identification number (FEIN) or Social Security number (SSN); subcontractor contact name; and direct service(s) provided by the subcontractor.
- 23. Is the hardcopy of the Qualified Vendor Application package a true copy of the information submitted in electronic form to the Division website and does it contain all required attachments? (Checkbox Yes or No)

6. General Vendor Policy Information

As indicated below, the following information shall (is required for the Application) or should (is optional for the Directory) be provided. Note that, except as provided below, optional information may not be requested on the System as it is released for the Application process. The optional information will be made available on the Directory version of the System.

- Information on employment-related benefits provided to direct service staff (optional)
- Information regarding recruitment and training: (all items required)
 - Description of the recruitment and initial training plan for direct service staff (up to ½ page)
 - O Description of the on-going training plan for direct service staff (up to ½ page)
 - O Description of the back-up plan for direct service staff absences (either preplanned or emergency absence) (up to ½ page)
- Information regarding incident reporting and correction systems: (all items required)
 - O Do you have written policies and procedures regarding the reporting of incidents of abuse, neglect, exploitation and injury?
 - Are reporting protocols shared with consumers/families/consumer representatives?
 - o How are incidents of abuse, neglect, exploitation or injury reported internally? (up to ½ page)
 - O How are incidents of abuse, neglect, exploitation or injury reported externally? (up to ½ page)
 - Who is the responsible person(s) within the vendor's organization for reviewing incident reports?

- Who is the responsible person(s) within the vendor's organization for notifying a consumer's family/representative of incidents?
- O Describe the internal review process for incident reports and how corrective action is implemented (up to ½ page)
- Description of the complaint/grievance process: (all items required)
 - o Do you have written policies and procedures regarding the submission of complaints/grievances?
 - Are complaint/grievance protocols shared with consumers/families/consumer representatives?
 - o Is there a specific complaint/grievance form?
 - o Who can file a complaint/grievance?
 - Who is the person(s) within the vendor's organization responsible for resolving the complaint/grievance?
 - What is the complaint/grievance response timeline?
 - o Describe the complaint/grievance process (up to ½ page)
- Description of the program feedback process: (all items required)
 - O How is input from consumers, families and/or consumer representatives encouraged? (up to ½ page)
 - O Describe the process used to measure consumer/family/consumer representative satisfaction with services (up to ½ page)
 - O Describe how consumers/families/consumer representatives are involved in the hiring and/or evaluation of direct service staff (up to ½ page)
 - O Describe how consumers/families/consumer representatives are involved in the evaluation process for the improvement of services? (up to ½ page)
 - o Is past feedback available to consumers/families/consumer representatives on request, when considering this vendor?
- Information on consumer involvement: (all items required)
 - O Describe all other methods used by the vendor to provide opportunities for consumers/families/consumer representatives to be actively involved in vendor operations (e.g. advisory groups, staff recruitment, staff training and development, monitoring, social events, etc.) (up to ½ page)
 - o Is there an active Community Advisory Group(s)?
 - o If yes, in which counties/communities are there Community Advisory Groups? (check all that apply)

- Information on internal quality efforts: (all items required)
 - O Describe the process used by the vendor to monitor and evaluate the services provided as they relate to the ISP objectives (up to ½ page)
 - O Describe the overall vendor approach toward the improvement of the quality and appropriateness of services provided (up to ½ page)

7. Administrative Sites and Group Homes/Day Treatment and Training Sites

If the Applicant has administrative sites/offices other than the corporate site identified as part of the general information section, when the Directory component of the System is released, the Qualified Vendor must provide the following information: (for the Directory, all items are required)

- Administrative site name
- Mailing address
- Contact name
- Contact telephone number
- After hours contact telephone number
- Contact fax telephone number
- Scheduling/contact hours for each day of the week Sunday through Saturday

If the Applicant operates Group Homes, the Applicant must provide on the Application component of the System the following information items that are marked "required." When the Directory component of the System is released, the Qualified Vendor must link all Group Home sites to an Administrative Site that the consumer may contact for referrals to that site, and may provide the information items marked "optional."

- Do you have a current, valid license under DDD for this Group Home?
- District Code and Alpha Code (required)
- Site name and address (required)
- Type of Group Home Habilitation Services (Group Home, Group Home with Nursing, Group Home Community Protection and Treatment) (required)
- Site administrator name, telephone number, and email address (required)
- Site scheduler name, telephone number, after hours telephone number, fax number, and email address (required)
- Site maximum capacity, current occupancy, number of bedrooms, age range of occupants, and whether you are accepting new referrals (required)
- Identify the geographic area(s) served from this site on a checkbox-list of counties/communities (required)

- Identify languages spoken by direct service staff English, Spanish, American Sign Language, and others (optional)
- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) English, Spanish, and others (optional)
- Gender preference (male, female, no preference) (optional)
- Provide the number of full time and part time direct service staff for this service at this site and the number of years that the staff has provided this kind of service (optional)
- Indicate the experience at this site in providing this service to four age groups (number of consumers served in each group): (optional)
 - 0 0-3
 - o 4-17
 - o 18-64
 - 0 65+
- Identify the training and experience of the staff at this site for this service. There is a checkbox list as indicated below: (optional)

Training and Experience:

- o Adaptive Communications
- o Adaptive Mobility
- o Augmentative communication device
- o Autism
- o Behavioral Health
- o Behavioral Support
- o Medical/Health
- o Senior/Elderly
- o Therapy Needs
- o Universal precautions
- Working with persons with Alzheimer's/dementia

- Working with persons with limitations in hearing
- Working with persons with limitations in movement
- Working with persons with limitations in vision
- o Working with persons who are ambulatory
- Working with persons who are not ambulatory
- o List any other direct support staff specialties or expertise

 Identify the community activities available at this site. There is a checkbox list as indicated below: (optional)

Community Activities Available:

o Library o Horseback riding

ShoppingTripsBanking

o Bowling Parks/outdoor sports activities

o Pet/animal related experiences o Fishing

- o Historic siteso Swimmingo Paid work experienceso Other (list)
- o City survival/traffic safety skills

If the Applicant operates day treatment and training sites, the Applicant must provide on the Application component of the System the following information items that are marked "required." When the Directory component of the System is released, the Qualified Vendor must link all day treatment and training sites to the administrative site that the consumer must contact for referrals to that site and may provide the information items marked "optional."

- District Code and Alpha Code (required)
- Site name and address (required)
- Site administrator name, telephone number, and email address (required)
- Site scheduler name, telephone number, after hours telephone number, fax number, and email address (required)
- Site maximum capacity, current occupancy, and whether you are accepting new referrals (required)
- The geographic area(s) served from this site by clicking on a checkbox-list of counties/communities (required)
- Identify languages spoken by direct service staff English, Spanish, American Sign Language, and others (optional)
- Languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) English, Spanish, and others (optional)
- Hours of operation (required)
- Dates of operation (After-School and Summer Programs only) (required)
- The number of full time and part time direct service staff for this service at this site and the number of years that the staff has provided this kind of service (optional)
- The program based training activities, program practices for consumer assistance, and community activity opportunities for this service at this site by clicking on a checkbox list for each service, as follows: (optional)

Day Treatment and Training, Adult

Program Based Training Activities

- Therapy related (occupational, physical, speech)
- o Personal hygiene

- o Personal health related
- o Paid work experiences

Program Practices for Client Assistance

- o Incontinency related
- o Assistance offered with eating
- o Behavioral support
- o Proper positioning

- Hydration practices
- Weather protection practices (heat,
 - cold, sun)
- o Medication administration

Community Activity Opportunities

- o Library
- o Shopping
- o Trips
- o Bowling
- o Pet/animal related experiences
- o Horseback riding
- o Cooking
- o Banking

- o Parks/outdoor sports activities
- o Fishing
- o Historic sites
- o Swimming
- o City survival/traffic safety skills
- o Paid work experiences
- o Other (list)

Day Treatment and Training, Children (After-School):

Program Based Training Activities

- Therapy related (occupational, physical, speech)
- o Personal hygiene

o Personal health related

Program Practices for Client Assistance

- o Incontinency related
- o Assistance offered with eating
- o Behavioral support
- o Proper positioning

- Hydration practices
- o Weather protection practices (heat,
 - cold, sun)
- o Medication administration

Community Activities Opportunities

- o Library
- o Shopping
- o Trips
- o Bowling
- o Pet/animal related experiences
- o Horseback riding
- o Cooking
- o Banking

- o Parks/outdoor sports activities
- o Fishing
- o Historic sites
- o Swimming
- o City survival/traffic safety skills
- o Paid work experiences
- o Other (list)

Day Treatment and Training, Children (Summer):

Program Based Training Activities

Therapy related (occupational, physical, speech)Personal hygienePersonal health related

Program Practices for Client Assistance

- o Incontinency related
- o Assistance offered with eating o Weather protection practices (heat, cold,
- o Behavioral support sun)
- o Proper positioning o Medication administration
- Hydration practices

Community Activity Opportunities

o Library o Parks/outdoor sports activities

o Shopping o Fishing

o Trips o Historic sites o Bowling o Swimming

o Pet/animal related experiences o City survival/traffic safety skills

o Horseback riding o Paid work experiences

o Cooking o Other (list

o Banking

8. Home-Based Services

For each home-based service (Attendant Care; Habilitation, Community Protection and Treatment Hourly; Habilitation, Support; Housekeeping; and Respite) that the Applicant proposes to provide, the Applicant shall provide the information marked "required" in the Application component of the System or should provide the information marked "optional" in the Directory component of the System.

- Vendor experience for the service (optional)
 - o Number of years of DES/DDD service provision
 - o Number of years Arizona service provision
 - Number of years out of state service provision
 - o Current unduplicated count of adults being provided with the service
 - o Current unduplicated count of children being provided with the service
 - Number of full time direct service staff for the service
 - o Number of part time direct service staff for the service

- o Median direct service staff years of experience providing the service
- o Median direct service staff years with the vendor
- Description of the program from referral through service delivery (up to ½ page) (required)
- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Responses to the following questions regarding wages: (optional)
 - o What is the beginning wage for the direct service staff for the service?
 - o What is the average wage for the direct service staff for the service?
 - o Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)
- Additionally, for Attendant Care; Habilitation, Community Protection and Treatment Hourly; and Habilitation, Support services the vendor shall provide the following information regarding community access: (all items required)
 - When community access is required to meet the ISP, how do you support direct service staff for community access? (Transportation in an individual/staff owned vehicle, transportation in a vendor owned, leased, or contracted vehicle, and/or reimbursement for public transportation)
 - O Describe methods used to ensure that all vehicles are properly maintained (including individual owned and vendor supplied vehicles) (up to ½ page)
 - O Describe methods used to ensure all vehicles maintain state minimum insurance requirements (includes individual owned and vendor vehicles) (up to ½ page)
 - O Describe any special requirements that the vendor and its employees must meet to transport consumers (up to ½ page)
 - o How often are driving records reviewed by the vendor?

9. Home-Based Services Site Specific Information

When the Directory component of the System becomes available, the Qualified Vendor will be requested to provide specific information regarding the service provided to specific geographic areas through a particular administrative or corporate office/site. The Qualified Vendor will be provided with a dropdown list of the corporate site and any administrative sites entered into the System previously. The answers to the questions presented relate only to the service being provided by the corporate/administrative site selected from the dropdown list. As indicated

below, the Applicant shall (required) or should (optional) provide the requested information for each service provided by or coordinated through each corporate/administrative site:

- Identify the geographic area(s) where this service is provided from this corporate/administrative site on a checkbox-list of counties/communities (required)
- Identify languages spoken by direct service staff English, Spanish, American Sign Language, and others (optional)
- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) – English, Spanish, and others (optional)
- Gender preference (male, female, no preference) (optional)
- Provide the number of full time and part time direct service staff for this service in this
 office and the number of years that the staff has provided this kind of service (optional)
- Indicate if accepting new referrals for adults and/or children (this is important and should be kept up to date whenever the status changes) (optional)
- Indicate the experience at this office in providing this service to four age groups (number of consumers served in each group): (optional)
 - 0.0-3
 - o 4-17
 - o 18-64
 - 0.65+
- Any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information and service-specific sections that are different for the specific geographic area (optional)
- Identify the training and experience of the staff in this office for this service. There is a checkbox list for each service as indicated below: (optional)

Attendant Care Service Training and Experience:

- Adaptive appliances and prosthetic devices
- Alternative communication
- Augmentative communication devises
- o Autism
- o Basic housekeeping
- Basic nutrition
- Behavior intervention
- o Budgeting
- Care & upkeep of clothing, including laundry and storage
- o Carrying and lifting

- o Cerebral palsy
- o Client intervention training level I
- o Client intervention training level II
- o Eating and drinking skills
- o Epilepsy
- First aid treatments, self recognition of symptoms of illness
- o Food storage
- o G-tube feeding and cleaning
- o Hand washing
- o Home accident prevention
- o Home care and maintenance

- Implementing and following therapy home programs
- Meal planning and preparation
- Medication monitoring/medication reminders
- Mental retardation
- o Mobility and gait training
- o Personal grooming, hygiene, and dressing
- Planning, problem solving, and decision making
- o Positioning
- o Positive behavior support

- o Therapy programs/range of motion
- o Toileting functions
- o Transferring (to/from wheelchair, bed, etc.)
- Universal precautions
- o Working with persons with Alzheimer's/dementia
- Working with the elderly
- Working with persons with limitations in hearing
- Working with persons with limitations in movement
- o Other (list)

Habilitation, Community Protection and Treatment Hourly Training and Experience:

- o Alternative communication
- o Augmentative communication devices
- o Autism
- List specific types of training and experience related to individuals with autism (e.g. PACE, Lovaas)
- o Budgeting
- Cerebral palsy
- o Client intervention training level I
- o Client intervention training level II
- o Eating and drinking skills
- o Epilepsy
- o First aid treatments, self recognition of symptoms of illness
- o Home accident prevention
- Implementing and following therapy home programs
- o Meal planning and preparation
- o Medication administration
- Mental retardation
- Mobility training
- o Parent skills training
- o Personal grooming, hygiene, and dressing

- Planning, problem solving, and decision making
- o Positioning
- o Positive behavior support
- o Seizure management
- o Therapy programs
- o Therapy programs-sensory integration (OT)
- o Toileting functions
- o Universal precautions
- Working with persons with Alzheimer's/dementia
- Working with persons with limitations in hearing
- Working with persons with limitations in movement
- Working with persons with limitations in vision
- o Working with persons who are ambulatory
- Working with persons who are not ambulatory
- o Other (list)

Habilitation, Support Service Training and Experience:

- o Alternative communication
- o Augmentative communication devises
- o Autism

- List specific types of training and experience related to individuals with autism (e.g. PACE, Lovaas)
- o Budgeting

- o Cerebral palsy
- o Client intervention training level I
- o Client intervention training level II
- o Eating and drinking skills
- o Epilepsy
- First aid treatments, self recognition of symptoms of illness
- o Home accident prevention
- Implementing and following therapy home programs
- o Meal planning and preparation
- o Medication administration
- Mental retardation
- o Mobility training
- o Parent skills training
- o Personal grooming, hygiene, and dressing
- Planning, problem solving, and decision making

- Positioning
- o Positive behavior support
- o Seizure management
- o Therapy programs
- o Therapy programs-sensory integration (OT)
- o Toileting functions
- Universal precautions
- Working with persons with Alzheimer's/dementia
- Working with persons with limitations in hearing
- Working with persons with limitations in movement
- Working with persons with limitations in vision
- o Working with persons who are ambulatory
- Working with persons who are not ambulatory
- o Other (list)

Housekeeping Service Training and Experience:

- o Basic housekeeping
- o Basic nutrition
- o Care and upkeep of clothing, including laundry and storage
- o Food storage
- o Hand washing
- o Home accident prevention

- o Home care and maintenance
- o Meal planning and preparation
- Planning, problem solving, and decision making
- o Universal precautions
- o Other (list)

Respite Service Training and Experience:

- o Alternative communication
- o Augmentative communication devices
- o Autism
- o Behavior intervention
- o Carrying and lifting over 50 pounds
- o Carrying and lifting under 50 pounds
- o Cerebral palsy
- o Client intervention training level I
- o Client intervention training level II
- o Eating and drinking skills
- o Epilepsy
- First aid treatments, self recognition of symptoms of illness

- o G-tube feeding and cleaning
- o Home accident prevention
- Meal planning and preparation
- Medication monitoring/medication reminders
- Mental retardation
- Mobility training
- o Personal grooming, hygiene, and dressing
- Positioning
- o Positive behavior support
- o Therapy programs
- o Physical therapy/range of motion
- o Toileting functions
- o Universal precautions

- Working with persons with Alzheimer's/dementia
- o Working with the elderly
- Working with persons with limitations in hearing
- o Working with persons with limitations in movement
- Working with persons with limitations in vision
- o Working with persons who are ambulatory
- o Working with persons who are not ambulatory
- o Other (list)
- Additionally, for Respite Services, the vendor is asked to provide the following information: (optional)
 - o Hours of operation each day of the week
 - o If new consumers are being accepted for in-home, out-of-home, or both
 - Vendor experience in % of units provided short term (hourly)
- Vendor experience in % of units provided long term (daily)
- Vendor experience in % of units provided inhome
- Vendor experience in % of units provided outof-home

10. Day Treatment and Training Services

For each of the day treatment and training services [Day Treatment and Training, Adult; Day Treatment and Training, Children (After-School); and Day Treatment and Training, Children (Summer)] that the Applicant proposes to provide, the Applicant shall provide the information marked "required" in the Application component of the System or should provide the information marked "optional" in the Directory component of the System.

- Vendor experience for the service (optional)
 - o Number of years of DES/DDD service provision
 - o Number of years Arizona service provision
 - o Number of years out of state service provision
 - Current unduplicated count of adults being provided with the service (Day Treatment and Training, Adult only)
 - Current unduplicated count of children being provided with the service (Day Treatment and Training, Children (After-School) and (Summer) only)
 - o Number of full time direct service staff for the service
 - Number of part time direct service staff for the service
 - o Median direct service staff years of experience providing the service
 - o Median direct service staff years with the vendor
- Description of the program from referral through service delivery (up to ½ page) (required)

- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Responses to the following questions regarding wages: (optional)
 - o What is the beginning wage for the direct service staff for the service?
 - o What is the average wage for the direct service staff for the service?
 - o Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)
- Responses to the following questions regarding transportation provided for community access and/or for transportation to and from the program: (all items required)
 - When community access is required to meet the ISP, how do you support direct service staff for community access? (Transportation in an individual/staff owned vehicle, transportation in a vendor owned, leased, or contracted vehicle, and/or reimbursement for public transportation)
 - How do you support direct service staff for transportation? (Transportation in an individual/staff owned vehicle, transportation in a vendor owned, leased, or contracted vehicle, and/or reimbursement for public transportation)
 - O Describe methods used to ensure that all vehicles are properly maintained (including individual owned and vendor supplied vehicles) (up to ½ page)
 - O Describe methods used to ensure all vehicles maintain state minimum insurance requirements (includes individual owned and vendor vehicles) (up to ½ page)
 - O Describe any special requirements that the vendor and its employees must meet to transport consumers (up to ½ page)
 - o How often are driving records reviewed by the vendor?

11. Developmental Home Services

If the Applicant proposes to provide Habilitation, Vendor Supported Developmental Home (Child and Adult) the Applicant shall provide the information marked "required" in the Application component of the System or should provide the information marked "optional" in the Directory component of the System.

- Vendor experience for the service (optional)
 - o Number of years of DES/DDD service provision
 - o Number of years Arizona service provision

- o Number of years out of state service provision
- o Current unduplicated count of adults being provided with the service
- o Current unduplicated count of children being provided with the service
- o Number of full time direct service staff for the service
- o Number of part time direct service staff for the service
- o Median direct service staff years of experience providing the service
- o Median direct service staff years with the vendor
- Description of the program from referral through service delivery (up to ½ page) (required)
- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)
- Responses to the following questions regarding transportation provided for community access and/or for transportation to and from the program: (all items required)
 - When community access is required to meet the ISP, how do you support direct service staff for community access? (Transportation in an individual/staff owned vehicle, transportation in a vendor owned, leased, or contracted vehicle, and/or reimbursement for public transportation)
 - How do you support direct service staff for transportation? (Transportation in an individual/staff owned vehicle, transportation in a vendor owned, leased, or contracted vehicle, and/or reimbursement for public transportation)
 - O Describe methods used to ensure that all vehicles are properly maintained (including individual owned and vendor supplied vehicles) (up to ½ page)
 - O Describe methods used to ensure all vehicles maintain state minimum insurance requirements (includes individual owned and vendor vehicles) (up to ½ page)
 - O Describe any special requirements that the vendor and its employees must meet to transport consumers (up to ½ page)
 - o How often are driving records reviewed by the vendor?

12. Developmental Home Services Site Specific Information

When the Directory component of the System becomes available, the Qualified Vendor will be requested to provide specific information regarding the service provided to specific geographic areas through a particular administrative or corporate office/site. The Qualified Vendor will be provided with a dropdown list of the corporate site and any administrative sites entered into the System previously. The answers to the questions presented relate only to the service being provided by the corporate/administrative site selected from the dropdown list. As indicated below, the Applicant shall (required) or should (optional) provide the requested information for each service provided by or coordinated through each corporate/administrative site:

- Administrative Office responsible for scheduling for this geographic area (required)
- Identify the geographic area(s) where this service is provided from this corporate/administrative site on a checkbox-list of counties/communities (required)
- Number of homes/sites administered from the administrative office (required)
- Number of people placed by this administrative office in this geographic area (optional)
- Identify languages spoken by direct service staff English, Spanish, American Sign Language, and others (optional)
- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) – English, Spanish, and others (optional)
- Indicate if accepting new referrals (optional)
- Indicate the experience at this office in providing this service to four age groups (number of consumers in each group): (optional)
 - 0 0-3
 - 0 4-17
 - o 18-64
 - 0.65 +
- Identify the training and experience of the staff in this office for this service. There is a checkbox list as indicated below: (optional)

Training and Experience:

- o Adaptive Communications
- o Adaptive Mobility
- o Augmentative communication device
- o Autism
- o Behavioral Health
- o Behavioral Support
- o Medical/Health
- o Senior/Elderly
- o Therapy Needs
- o Universal precautions

- Working with persons with Alzheimer's/dementia
- Working with persons with limitations in hearing
- o Working with persons with limitations in movement
- o Working with persons with limitations in vision
- o Working with persons who are ambulatory
- o Working with persons who are not ambulatory

List any other direct support staff specialties

 Identify the community activities available at this site. There is a checkbox list as indicated below: (optional)

or expertise

Community Activities Available:

o Library

o Shopping Parks/outdoor sports activities

Trips Bowling Historic sites

o Pet/animal related experiences o Swimming

o Horseback riding o City survival/traffic safety skills

o Cooking o Paid work experiences

o Banking o Other (list)

13. Independent Living Services

If the Applicant proposes to provide Habilitation, Individually Designed Living Arrangement, the Applicant shall provide the information marked "required" in the Application component of the System or should provide the information marked "optional" in the Directory component of the System.

- Vendor experience for the service (optional)
 - o Number of years of DES/DDD service provision
 - o Number of years Arizona service provision
 - o Number of years out of state service provision
 - o Current unduplicated count of adults being provided with the service
 - o Current unduplicated count of children being provided with the service
 - Number of full time direct service staff for the service
 - o Number of part time direct service staff for the service
 - o Median direct service staff years of experience providing the service
 - Median direct service staff years with the vendor
- Description of the program from referral through service delivery (up to ½ page) (required)
- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)

- Responses to the following questions regarding wages: (optional)
 - o What is the beginning wage for the direct service staff for the service?
 - o What is the average wage for the direct service staff for the service?
 - o Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and corrections system, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)
- Questions regarding community access: (all items required)
 - When community access is required to meet the ISP, how do you support direct service staff for community access? (Transportation in an individual/staff owned vehicle, transportation in a vendor owned, leased, or contracted vehicle, and/or reimbursement for public transportation)
 - O Describe methods used to ensure that all vehicles are properly maintained (including individual owned and vendor supplied vehicles) (up to ½ page)
 - O Describe methods used to ensure all vehicles maintain state minimum insurance requirements (includes individual owned and vendor vehicles) (up to ½ page)
 - O Describe any special requirements that the vendor and its employees must meet to transport consumers (up to ½ page)
 - o How often are driving records reviewed by the vendor?

14. Independent Living Services Site Specific Information

When the Directory component of the System becomes available, the Qualified Vendor will be requested to provide specific information regarding the service provided to specific geographic areas through a particular administrative or corporate office/site. The Qualified Vendor will be provided with a dropdown list of the corporate site and any administrative sites entered into the System previously. The answers to the questions presented relate only to the service being provided by the corporate/administrative site selected from the dropdown list. As indicated below, the Applicant shall (required) or should (optional) provide the requested information for each service provided by or coordinated through each corporate/administrative site:

- Administrative Office responsible for scheduling for this geographic area (required)
- Identify the geographic area(s) where this service is provided from this corporate/administrative site on a checkbox-list of counties/communities (required)
- Number of homes/sites administered from the administrative office (required)
- Number of people placed by this administrative office in this geographic area (optional)
- Identify languages spoken by direct service staff English, Spanish, American Sign Language, and others (optional)

- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) – English, Spanish, and others (optional)
- Provide the number of full time and part time direct service staff for this service at this site and the number of years that the staff has provided this kind of service (optional)
- Indicate if accepting new referrals (optional)
- Indicate the experience at this office in providing this service to four age groups (number of consumers served in each group): (optional)
 - 0 0-3
 - o 4-17
 - o 18-64
 - 0 65+
- Identify the training and experience of the staff in this office for this service. There is a checkbox list as indicated below: (optional)

Training and Experience:

- o Adaptive Communications
- o Adaptive Mobility
- o Augmentative communication device
- o Autism
- o Behavioral Health
- o Behavioral Support
- o Medical/Health
- o Senior/Elderly
- o Therapy Needs
- o Universal precautions
- Working with persons with Alzheimer's/dementia

- o Working with persons with limitations in hearing
- o Working with persons with limitations in movement
- o Working with persons with limitations in vision
- Working with persons who are ambulatory
- o Working with persons who are not ambulatory
- List any other direct support staff specialties or expertise
- Identify the community activities available at this site. There is a checkbox list as indicated below: (optional)

Community Activities Available:

- o Library o Parks/outdoor sports activities
- ShoppingTripsHistoric sites
- o Bowling o Swimming
- o Pet/animal related experiences o City survival/traffic safety skills
- o Horseback riding o Paid work experiences
- o Cooking o Other (list)
- o Banking

15. Group Home Services

For Habilitation, Community Protection and Treatment Group Home; Habilitation, Group Home; Habilitation, Nursing Supported Group Home; and Room and Board, All Group Homes the Applicant shall provide the information marked "required" in the Application component of the System or should provide the information marked "optional" in the Directory component of the System.

- Vendor experience for the service (optional)
 - Number of years of DES/DDD service provision
 - o Number of years Arizona service provision
 - o Number of years out of state service provision
 - o Current unduplicated count of adults being provided with the service
 - o Current unduplicated count of children being provided with the service
 - o Number of full time direct service staff for the service
 - o Number of part time direct service staff for the service
 - o Median direct service staff years of experience providing the service
 - o Median direct service staff years with the vendor
- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Responses to the following questions regarding wages: (optional)
 - o What is the beginning wage for the direct service staff for the service?
 - o What is the average wage for the direct service staff for the service?
 - o Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)
- Types of Group Home Habilitation Services (Group Home, Group Home with Nursing, Group Home Community Protection and Treatment) (required)
- For each type of group home service, provide a description of the program from referral through service delivery (up to ½ page) (required)

- Responses to the following questions regarding transportation: (all items required)
 - When transportation is required, how do you support direct service staff?
 (Transportation in an individual/staff owned vehicle, transportation in a vendor owned, leased, or contracted vehicle, and/or reimbursement for public transportation)
 - O Describe methods used to ensure that all vehicles are properly maintained (including individual owned and vendor supplied vehicles) (up to ½ page)
 - O Describe methods used to ensure all vehicles maintain state minimum insurance requirements (includes individual owned and vendor vehicles) (up to ½ page)
 - O Describe any special requirements that the vendor and its employees must meet to transport consumers (up to ½ page)
 - How often are driving records reviewed by the vendor

16. Professional Services

For each of these services (Home Health Aide; Nursing; Occupational Therapy; Occupational Therapy Early Intervention; Physical Therapy; Physical Therapy Early Intervention; Speech Therapy; and Speech Therapy Early Intervention) the Applicant shall provide the information marked "required" in the Application component of the System or should provide the information marked "optional" in the Directory component of the System.

- Vendor experience for the service (optional)
 - o Number of years of DES/DDD service provision
 - o Number of years Arizona service provision
 - Number of years out of state service provision
 - Current unduplicated count of adults being provided with the service (non early intervention services only)
 - o Current unduplicated count of children aged 3-17 being provided with the service (non early intervention services only)
 - o Current unduplicated count of infants from birth to age 3 being provided with the service (early intervention services only)
 - Number of full time direct service staff for the service
 - o Number of part time direct service staff for the service
 - o Median direct service staff years of experience providing the service
 - o Median direct service staff years with the vendor
- Description of the program from referral through service delivery (up to ½ page) (required)

- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Responses to the following questions regarding wages: (optional)
 - o What is the beginning wage for the direct service staff for the service?
 - What is the average wage for the direct service staff for the service?
 - o Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)

17. Professional Services Site Specific Information

When the Directory component of the System becomes available, the Qualified Vendor will be requested to provide specific information regarding the service provided to specific geographic areas through a particular administrative or corporate office/site. The Qualified Vendor will be provided with a dropdown list of the corporate site and any administrative sites entered into the System previously. The answers to the questions presented relate only to the service being provided by the corporate/administrative site selected from the dropdown list. As indicated below, the Applicant shall (required) or should (optional) provide the requested information for each service provided by or coordinated through each corporate/administrative site:

- Identify the geographic area(s) where this service is provided from this corporate/administrative site on a checkbox-list of counties/communities (required)
- Identify languages spoken by direct service staff English, Spanish, American Sign Language, and others (optional)
- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) English, Spanish, and others (optional)
- Gender preference (male, female, no preference) (optional)
- Provide the number of full time and part time direct service staff for this service in this
 office and the number of years that the staff has provided this kind of service (optional)
- Indicate if you are accepting new referrals for adults and/or children (this is important and should be kept up to date whenever the status changes) (optional)

- Indicate the experience at this office in providing this service to four age groups (number of consumers served in each group): (optional)
 - 0 0-3
 - o 4-17
 - 0 18-64
 - 0 65+
- Describe any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information and service-specific sections that are different for the specific geographic area (optional but included on the Application version of the System)
- Identify the training and experience of the staff or the areas of specialties in this office for this service. There is a checkbox list for each service as indicated below: (optional)

Home Health Aide Service Training and Experience:

- Adaptive appliances and prosthetic devices
- o Alternative communication
- o Augmentative communication device
- o Autism
- o Basic housekeeping
- o Basic nutrition
- o Behavior intervention
- o Budgeting
- o Care & upkeep of clothing, including laundry and storage
- o Carrying and lifting
- o Cerebral palsy
- o Client intervention training level I
- o Client intervention training level II
- o Eating and drinking skills
- o Epilepsy
- First aid treatments, self recognition of symptoms of illness
- o Food storage
- o G-tube feeding and cleaning
- o Hand washing
- o Home accident prevention
- o Home care and maintenance
- o Implementing and following therapy home programs
- o Meal planning and preparation

- o Medication monitoring/medication reminders
- o Mental retardation
- o Mobility and gait training
- o Personal grooming, hygiene, and dressing
- Planning, problem solving, and decision making
- o Positioning
- o Positive behavior support
- o Therapy programs/range of motion
- o Transferring (to/from wheelchair, bed, etc.)
- o Toileting functions
- o Universal precautions
- Working with persons with Alzheimer's/dementia
- o Working with the elderly
- Working with persons with limitations in hearing
- Working with persons with limitations in movement
- Working with persons with limitations in vision

- Working with persons who are ambulatory
- Working with persons who are not ambulatory

- o Wound Care
- List any other direct support staff specialties or expertise

Nursing Service Training and Experience:

- o Alternative communication
- o Behavior intervention
- o Eating and drinking skills
- o Following therapist's recommendations
- o Mobility and gait training
- o Occupational therapy sensory integration
- o Physical therapy
- o Working with people diagnosed with autism
- o Working with people diagnosed with cerebral palsy

- Working with people diagnosed with epilepsy
- Working with people diagnosed with mental retardation
- Working with persons with limitations in movement
- Working with persons with limitations in vision
- Working with persons with limitations in hearing
- o Working with the elderly
- List any other direct support staff specialties or expertise

Occupational Therapy and Occupational Therapy Early Intervention Areas of Specialties:

- o Cranial Sacral
- o Environmental Access
- o Feeding
- o Hippo Therapy
- o NDT
- o Oral Motor
- o Sensory Integration
- o Therapeutic riding

- o Working with people diagnosed with autism
- Working with people diagnosed with cerebral palsy
- Working with people diagnosed with epilepsy
- o Working with people diagnosed with mental retardation
- o Other (list)

Physical Therapy and Physical Therapy Early Intervention Service Areas of Specialties:

- o Aquatic
- o Assistive Technology
- o Environmental Access
- o Mobility Training
- o Hippo Therapy
- o NDT
- o Tamo
- o Therapeutic riding

- o Working with people diagnosed with autism
- Working with people diagnosed with cerebral palsy
- Working with people diagnosed with epilepsy
- o Working with people diagnosed with mental retardation
- o Other (list)

Speech Therapy and Speech Therapy Early Intervention Areas of Specialties:

o Articulation

o Augmentative communication

o Auditory integration training

o Assistive Technology

- o Feeding
- o Fluency
- o Language
- o NDT
- o Oral Motor
- o Pre-language
- o Swallowing

- Working with people diagnosed with autism
- Working with people diagnosed with cerebral palsy
- o Working with people diagnosed with epilepsy
- o Working with people diagnosed with mental retardation
- o Other (list)

18. Other Services

If the Applicant proposes to provide transportation services, the Applicant shall provide the information marked "required" in the Application component of the System or should provide the information marked "optional" in the Directory component of the System.

- Vendor experience for the service (optional)
 - o Number of years of DES/DDD service provision
 - Number of years Arizona service provision
 - o Number of years out of state service provision
 - o Current unduplicated count of adults being provided with the service
 - o Current unduplicated count of children being provided with the service
 - o Number of full time direct service staff for the service
 - o Number of part time direct service staff for the service
 - o Median direct service staff years of experience providing the service
 - o Median direct service staff years with the vendor
- Types of transportation services offered: (required)
 - o Ambulatory van
 - Wheelchair van
 - Stretcher van
 - o Taxicab
- Description of the program from referral through service delivery (up to ½ page) (required)
- Description of methods used to ensure that all vehicles are properly maintained (including individual owned and vendor supplied vehicles) (up to ½ page) (required)
- Description of methods used to ensure all vehicles maintain state minimum insurance requirements (includes individual owned and vendor vehicles) (up to ½ page) (required)

- Description of any special requirements that the vendor and its employees must meet to transport consumers (up to ½ page) (required)
- How often are driving records reviewed by the vendor? (required)
- Up to four references from a consumer's legal representative for the service. The reference information includes the reference name, county/community, and telephone number. The reference information is optional. However, if it is provided, the Applicant *must* indicate that the reference has given permission to use them as a reference and that consumers may contact the reference. (optional)
- Responses to the following questions regarding wages: (optional)
 - o What is the beginning wage for the direct service staff for the service?
 - o What is the average wage for the direct service staff for the service?
 - o Is there a salary differential provided, and if so, under what circumstances?
- Descriptions of any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section that are different for the specific service (optional but included on the Application version of the System)

19. Transportation Services Site Specific Information

When the Directory component of the System becomes available, the Qualified Vendor will be requested to provide specific information regarding the service provided to specific geographic areas through a particular administrative or corporate office/site. The Qualified Vendor will be provided with a dropdown list of the corporate site and any administrative sites entered into the System previously. The answers to the questions presented relate only to the service being provided by the corporate/administrative site selected from the dropdown list. As indicated below, the Applicant shall (required) or should (optional) provide the requested information for each service provided by or coordinated through each corporate/administrative site:

- Identify the dispatch office to contact for service (required)
- Types of transportation services offered: (required)
 - o Ambulatory van
 - Wheelchair van
 - o Stretcher van
 - Taxicab
- Identify the geographic area(s) where this service is provided from this corporate/administrative site on a checkbox-list of counties/communities (required)
- Identify languages spoken by direct service staff English, Spanish, American Sign Language, and others (optional)
- Identify languages spoken by the administrative staff (in particular, the contact/scheduling person(s)) English, Spanish and others (optional)

- Service size number of vehicles by vehicle type (optional)
- Provide the number of years that the staff has provided this kind of service (optional)
- Indicate if you are accepting new referrals for adults and/or children (this is important and should be kept up to date whenever the status changes) (optional)
- Any changes or additions to the descriptions for recruitment and training, incident reporting and correction systems, complaint/grievance process, program feedback, consumer involvement, and internal quality efforts that were provided in the general information section and service-specific sections that are different for the specific geographic area (optional but included on the Application version of the System)
- Identify the training and experience of the staff in this office for this service. There is a checkbox list. (optional)

<u>Transportation Service Training and Experience:</u>

- Accident prevention
- o Alternative communication
- o Autism
- o Behavior intervention
- o Bus operations
- o Cerebral palsy
- o Client intervention training level I
- o Client intervention training level II
- o Drivers training
- o Epilepsy
- First aid treatments, self recognition of symptoms of illness
- o Lift operation
- o Mental retardation
- o Mobility and gait training
- Planning, problem solving, and decision making
- o Positioning

- o Positive behavior support
- o Seizure management
- o Universal precautions
- o Van driving
- o Working with persons with Alzheimer's/dementia
- o Working with the elderly
- Working with persons with limitations in hearing
- Working with persons with limitations in movement
- o Working with persons with limitations in vision
- o Working with persons who are ambulatory
- Working with persons who are nonambulatory
- List any other direct service staff specialties or expertise